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Current Topics.

The Lord Chancellor and Legislation by Rules and Orders.

AT THE Mansion House banquet to His Majesty's judges, Lord SANKEY took occasion in this his first public utterance outside Parliament to refer to the subject of legislation by Rules and Orders, which, except perhaps by the Ministers responsible for it, is viewed by the profession with grave disapproval. Rather more than a year ago, in his admirable lecture on "The Principles and Practice of the Law To-day" (which was printed in THE SOLICITORS' JOURNAL of 17th and 24th March, 1928) Lord SANKEY then, it is true, in a position more detached than that which he now occupies, examined this method of legislation at some length, and with great force pointed out its inherent imperfections. "With regard to Rules and Orders made by a Minister in pursuance of an Act of Parliament," he said, "is it too much to ask that, busy as Parliament undoubtedly is over matters of great moment, such Regulations should come before a Committee of both Houses for argument and approval," and he quoted the observation of the present Lord Justice SLESSER to the effect that "very often the whim of a Government clerk is expressed in a statutory Order, which through legislation becomes the law of the land." A curbing of Ministers' powers in this direction may be difficult to achieve all at once, but we feel sure that the Lord Chancellor has not forgotten his own wise words and that he will see to it not only that legislation by Rules and Orders is not to be on the excessive scale to which unhappily we have for many years been accustomed, but that it shall be well considered before it is put in force.

Sir John Withers, M.P.

IN THE recently issued list of honours no entry, we feel sure, has given so much pleasure and satisfaction to members of the legal profession as that which recorded the knighthood conferred on the Member for Cambridge University, whom we are now to know as Sir JOHN WITHERS. The new knight had a distinguished academic career, first at Eton and then at King's College, Cambridge, where he took the degree of B.A., in 1887, and his M.A. in 1892. Following in the footsteps of his father he chose the law as his profession, was admitted a solicitor in 1890, and is now the senior member of the firm of Withers, Bensons, Currie, Williams & Co. He is on the Council of The Law Society, in whose proceedings he takes an active interest. As a busy solicitor and a prominent member of the House of Commons his time is very fully occupied, but, nevertheless, he has not allowed the discharge of the important duties which fall to him in those capacities to absorb the whole of his interests. A keen mountaineer, he has found in his membership of the Alpine Club that relaxation which the busy professional man so much requires. To the *Alpine Journal* he has made many valuable contributions, and his veneration for his old college found expression some years ago in "A Register of Admissions to King's College, Cambridge, 1850–1900," with short biographical notes, dedicating it to all members of the college "in the hope," as he put it, "that it may revive many old friendships and unite more closely many generations of King's men." King's has had no more loyal and affectionate son than Sir JOHN WITHERS, and all his college friends, whose name is legion, will join with his professional colleagues in congratulating him on the well-deserved honour that His Majesty has conferred upon him.

Memorandum of Moneylending Contract.

THE FEW decisions in the High Court which have been given under the Moneylenders Act, 1927, demonstrate very clearly that no latitude is permissible in the construction of the statute. As an illustration of the strictness with which the Act is construed, the attention of all moneylenders should be drawn to *Gaskell Ltd.* v. *Askwith* (73 SOL. J. 465). In that case the loan to the borrower was dated the 9th August, 1928, but the money was not actually paid over to him until the 17th August, 1928. The borrower signed the necessary memorandum on 17th August, 1928, and in the memorandum the date of the loan was stated to be the 9th August, 1928. Now it is provided in terms by the Moneylenders Act, 1927, s. 6, that no moneylending contract is enforceable unless (1) a note or memorandum of the contract be made and signed personally by the borrower, *and* (2) a copy of the note or memorandum be delivered or sent to the borrower within seven days of making the contract, *and* (3) the note or memorandum contains the terms of the contract, including, *inter alia*, the date on which the loan is made. In the above case the insertion of the wrong date (namely, the 9th August, 1928) in the memorandum was due to a clerical error by which no one had been deceived, but nevertheless it was held by the Court of Appeal, affirming HUMPHREYS, J., that the transaction was unenforceable for two reasons, namely, (1) as the date of the loan was stated

to be the 9th August, 1928, more than seven days had elapsed before the memorandum of the contract was delivered to the borrower, and (2) if the date of the loan was to be regarded as the day on which the money was handed over, namely, the 17th August, 1928, then the date given in the memorandum, namely, the 9th August, 1928, was the wrong date. The case emphasises the precision which is requisite in dealings under the Act.

Misstatement in Proposal for Insurance.

An insurance point of great practical importance arose in *Newsholme Bros.* v. *Road Transport Insurance Co., Ltd.* (73 Sol. J., p. 465). An insured person gave true oral answers to the questions in a proposal form to an insurance agent, who entered incorrect answers in the form, which the insured person then signed. The question at issue was whether the insurance company could repudiate the policy. The same question in slightly varying forms has been considered by the Scottish and Irish Courts and the Supreme Court of the United States of America. Thus in *Bawden* v. *London, Edinburgh and Glasgow Assurance Co.* [1892] 2 Q.B. 534, there was a misstatement in the proposal form which was known both to the insured person and to the agent of the company, but the agent did not communicate the misstatement to his principals. The Court of Appeal held that the knowledge of the agent must be imputed to the principal, and that, therefore, the company were liable on the policy. But in *Biggar* v. *Rock Life Assurance Co.* [1902] 1 K.B. 516, Mr. Justice Wright followed the doctrine laid down by the Supreme Court of the United States in *New York Life Insurance Co.* v. *Fletcher*, 117 U.S. 519, and held that if a proposal form contains misstatements and is signed by the applicant without being read, the insurance company are not bound by the policy. A similar line was adopted by the Scotch courts in *McMillan* v. *Accident Insurance Co.* [1907] S.C. 484, and by the Irish courts in *Taylor* v. *Yorkshire Insurance Co.* [1913] 2 Ir. 1. The conflict of opinion disclosed by the above cases was determined by the Court of Appeal in *Newsholme Bros.* v. *Road Transport Insurance Co., Ltd., supra*, by laying it down that if the answers appearing in the signed proposal form are untrue, the company are not liable, for the basis of the contract is the proposal form and not the oral statements to the agent.

Ecclesiastical Power.

Mr. Stevens of Cambridge is now at large, having apologised to the Chancellor of his Diocese and submitted to his will. If, indeed, he is the Church's last captive, he will have made history. Those who wish to understand the very varied activities of the Ecclesiastical Courts in Tudor and Stuart days on the criminal side will find Archdeacon Hale's "Precedents in Criminal Proceedings" an interesting and even an entertaining work. The offences are varied, e.g., "Incontinence," "Expulsion of Wife from House," "Sorcery," "Assaulting a priest," "Shewing favour to an excommunicate," "Not coming to Church," "Singing the Litany derisively," "Heresy," "Hiring foreigners to work at his art," "Consulting a magician," "Swearing," "Exercising games at unlawful times," "Lying in bed during Matins," etc., etc. The penances are equally varied—often "admonuit" only is noted, but such a punishment as "to stand in the marquet place of Brentwood in a whitt sheat, when the people are most there, with a paper upon his hed and the detection written in the same" is not uncommon. In the nineteenth century Ecclesiastical Courts sent husbands and wives to prison for contempt of decrees of restitution of conjugal rights (cf. *Barlee* v. *Barlee* (1822), 1 Add. 301; *Lakin* v. *Lakin* (1854), 1 Spink Ec. & Ad. 274), and, under the machinery of 53 Geo. III, c. 127, and 2 & 3 Wm. IV, c. 93, which still functions, for non-payment of Church-rates, etc., see *R.* v. *Baines* (1840), 12 Ad. & E. 210, and *Gosling* v. *Veley* (1852), 4 H.L.C. 679. The sequel to the last case, as to the Braintree rate, with the weight and influence of Samuel Courtauld among those resisting, was the Compulsory Church Rate Abolition Act, 1868. The jurisdiction to imprison for contempt of a restitution decree descended to the Divorce Court in 1857, with the alarming sequel that Sir J. Hannen, much against his will, had to order Mr. Weldon, husband of the late Georgina Weldon, to go to prison in 1883 (see 9 P.D. 52). So Parliament stepped in with the Matrimonial Causes Act, 1884, abolishing the power to imprison, and creating "statutory desertion." The survival of the power against a lay rector who neglects to repair a chancel clearly appears from "The office of the Judge, promoted by William Morley and Edwin Thomas Ann, against Edward Ranulph Leacroft, for the lawful correction of his manners and excesses, and especially for refusing or neglecting to repair the chancel, etc.": *Morley* v. *Leacroft* [1896] P. 92. Mr. Leacroft paid up and so avoided being sent to prison. See also *Neville* v. *Kirby* [1898] P. 160. The observation may be made that the application of the old machinery in such cases is an anachronism, and the repair of a chancel, if an incident of tenure, as it fairly might be in a lay rectorship, should be enforceable by the ordinary civil process, such as that applicable to the repair of a fence: see "Points in Practice," p. 451. In deciding X's liability to repair a fabric, consideration of his manners and excesses will appear irrelevant in the twentieth century.

Cancellation of Receipt Stamps.

In a recent case before Mr. Justice Talbot relating to the purchase of a motor car, the sixpenny adhesive stamp on the face of the written agreement had been cancelled by a line drawn across it with a pen, the signature being written wholly on the document of the agreement. His lordship held that that was not a proper cancellation of the stamp within the meaning of s. 8 of the Stamp Act, 1891, and stipulated that if it was desired to use the agreement in the case the £10 fine specified in the Act must be paid. It was paid. That ruling, which appears to be in direct conflict with authority, and which is also contrary to what has been the recognised and established practice in commercial circles since the passing of the Act, does not seem to be based upon a consideration of the whole of s. 8, which, in sub-s. (1), enacts that: "An instrument, the duty upon which is required or permitted by law to be denoted by an adhesive stamp, is not to be deemed duly stamped with an adhesive stamp, unless the person required by law to cancel the adhesive stamp cancels the same by writing on or across the stamp his name or initials, or the name or initials of his firm, together with the true date of his so writing, or otherwise effectively cancels the stamp and renders the same incapable of being used for any other instrument, or for any postal purpose, . . ." The latter part of the section, "*or otherwise effectively cancels the stamp,*" is surely sufficiently complied with by cancellation by means of a line or cross drawn across the stamp, and such a practice has been and is widely adopted. The matter was carefully considered by Mr. Justice Joyce in *McMullen* v. "*Sir Alfred Hickman*" *Steamship, Ltd.* [1902] 71 L.J. Ch. 766. In that case, in which there were a number of stamped documents, only the name or part of it was written across the adhesive stamp in some, on others only the date was so written, and on a few only lines or a cross, with neither signature nor the date, and in his judgment his lordship said: "Nor is it necessary that the signature and date should be written across the stamp, for the new Act of 1891 was altered in this very respect from the old s. 24 of the Act of 1870. The new s. 8, sub-s. (1), materially varies the old provision for the very purpose of altering the rule. In my opinion, as far as I can see, it will turn out at the trial of the action that these stamps were properly affixed and cancelled." It is submitted, with respect, that that view, expresses the real intention of the Legislature.

"The Right to Enter a Church."

UNDER THIS title our contemporary *Truth* demands to know whether a church can be "taken" for a marriage as a hall is taken for a dance? This question seems to have been addressed to *Truth* by a correspondent who complains that members of the public were recently refused admission to a "fashionable" church where a "society" wedding was to take place on the ground that admission was by ticket only. *Truth* hazards the opinion that this refusal of admission was as *illegal* as it was ill-mannered—but asks for enlightenment by legal readers. Well—the answer is emphatically in the negative. A church cannot be "taken" for a wedding as a hall is taken for a dance; nor do we suppose that the suggestion is anything more than a sarcastic method of expressing annoyance. But the public have no right to demand admission to a church—wedding or no wedding. The parishioners have a right to enter their parish church in order to attend divine service, but not every parishioner has a right to a pew. The churchwardens, subject to the direction of the Bishop, are entitled to arrange for the seating of worshippers as they think fit. Persons who are not parishioners have no right whatever to demand either admission or seating accommodation. The use of tickets of admission upon the occasion of a wedding would undoubtedly be legal—the wedding being in the nature of a private service for which the incumbent and churchwardens are fully entitled to make arrangements.

A Point for Estate Agents.

A POINT of some practical interest to estate agents was decided in *Price, Davies & Co.* v. *Smith* (*ante*, p. 401, and 45 T.L.R. 542). In that case the defendant had instructed the plaintiffs to sell his business premises and for that purpose had filled up and signed a commission note sent him by the plaintiffs. That part of the commission note which referred to the payment of commission was contained in the following terms: "agree to pay you a commission of — per cent. on the total price paid by the purchaser." A purchaser having been found, the plaintiffs issued a writ under Ord. XIV, claiming payment of commission. The writ was dated the 2nd November, 1928, and at that time there was admittedly a binding contract between the purchaser and the defendant, but the completion of the purchase did not take place until 15th November, 1928. One of the defences raised was that the plaintiffs' right to commission had not yet accrued at the date of the writ—in other words, that the word "paid" in the phrase, "total price paid by the purchaser," meant what it said, and did not mean, "to be paid," and that the plaintiffs should have waited until after the 15th November before bringing the action. In the court of first instance, HORRIDGE, J., found for the plaintiffs, but the Court of Appeal held that the defendant's contention was right.

Untaxed Receipts.

A DECISION of considerable importance which must affect many property owners was given by the Court of Appeal, reversing a judgment of Mr. Justice ROWLATT, in the case of *Salisbury House Estate, Ltd.* (*Times*, 27th June). The appellants, the Salisbury House Estate, Ltd., were the owners of a block of buildings in the City of London known as Salisbury House. These premises they let out to a number of tenants as offices under a standard form of lease or agreement, subject to certain arrangements as regarded the halls, staircases and corridors, applicable alike to all tenants. In addition to the agreed rents, however, the company made certain extra charges in respect of services such as cleaning, lighting and heating. Salisbury House was assessed to income-tax under Sched. A on the gross value as fixed in 1925, and the assessments were made on the company as landlord. The company also admitted that it was liable to be assessed under Sched. D of the Income Tax Act in respect of profits earned from the services supplied by them for the tenants as distinct from the rents received. This profit earned they estimated at £4,189 9s. 4d. for the year 1925. The Crown, however, unwilling to allow the company the benefit of the margin of rent they would obtain as the difference between the assessed gross value and the actual rental value, assessed them under Sched. D in respect of the total receipts from all sources, including the rents, and deducted from that assessment the expenses of the company and the amounts of the assessment under Sched. A. The Special Commissioners confirmed the assessments and Mr. Justice ROWLATT dismissed the company's appeal from the decision of the Commissioners. The Master of the Rolls, in giving judgment, said that he could not accept the contention that the whole business carried on by the Company, including the letting of offices, ought to be treated as a single business. The company must be assessed under Sched. A in respect of its property demised to tenants, and the Crown had no power to impose on the tax or the annual value under Sched. A a tax under Sched. D on the margin of rent. Salisbury House was admittedly taken over by the company in the first place for the purpose of making what they could out of it, and it will be interesting to see whether the Crown take the case higher.

Warlike Operations.

THE QUESTION whether damage to a vessel resulting from a collision at sea was due to a warlike operation came before the House of Lords on the 14th ult. in the case of the *Board of Trade* v. *Hain Steamship Co., Ltd.* (*Times*, 15th ult.). The appeal was from a decision of the Court of Appeal reversing a judgment of Mr. Justice ROWLATT on an award in the form of a special case. The facts, briefly, were as follows: The "Trevanion," belonging to the respondents, the Hain Steamship Co., Ltd., while still under requisition to the Government on the terms of the T.99 charter-party, was on a voyage from New York to Portland with a cargo of oats when she collided in the North Atlantic on the 25th December, 1918, with the "Roanoke," a vessel in the possession and control of the United States of America navy, and which at the time of the collision was carrying mines back to America. The collision was found to have been due to the joint negligence of both vessels, and it was held that both were equally to blame. The two questions for the court, said Lord BUCKMASTER, in giving judgment, were: (1) Was the collision a consequence of hostilities or warlike operations? and (2) if so, did the fact of the negligence of the "Trevanion" prevent her owners from being entitled to recover? On the first question he pointed out that the Armistice did not necessarily indicate the permanent cessation of hostilities, which might have been revived at any moment; and on the findings of fact he was not disposed to disturb the decision of the arbitrator that the loss was due to a warlike operation. As regarded the second question, it had been held in *The Warilda* [1923] A.C. 292, that if a vessel was engaged on warlike operations and none the less by its negligence collided with another vessel, the negligence did not prevent the collision being the result of warlike operations. Although, therefore, the negligence of "Roanoke" did not prevent the collision from being the result of warlike operations, could it be said that the negligence of the "Trevanion" did produce that result? His lordship was of opinion that it did not, by reason of the principle laid down in *Reischer* v. *Borwick* [1894] 2 Q.B. 548. Short articles dealing with questions and principles relating to warlike operations have appeared in these columns in Vol. 72, at pages 376 and 392, the latter referring to the present case. Litigation on matters of this nature must of necessity be almost exhausted, but the decisions on record should undoubtedly prove of great utility in the undesirable event of another war.

The King has approved the recommendation of the Home Secretary that Mr. JOSHUA SCHOLEFIELD, K.C., shall be appointed Recorder of Middlesbrough. Mr. Scholefield was called to the Bar in 1900 and took silk in 1922.

Criminal Law and Police Court Practice.

Eccentric Criminals.—When a man steals bread when he is hungry, money when he is penniless, or embezzles money because he has lost on horse racing, or forges a cheque because he has been unsuccessfully speculating in the city, we think his is a straightforward case and proceed to deal with it by ordinary orthodox methods without excursions into psychology or forensic medicine. What puzzles everyone is the man who steals boots on every possible occasion though he could be trusted with untold gold, or the woman who steals from shops articles which she simply hoards. Then we begin to talk of kinks and kleptomania, and listen to the psycho-analyst, or may be a prison doctor who is, though he does not claim to be, a psychologist. A curious case is just reported from Austria, in which a peasant's son has confessed to burning a large number of farms. Often he joined in attempting to save the buildings, and, after each conflagration, he went to church and confessed. He told the judge that his motive was simply the pleasure it gave him to see the farms blazing, and it was only during the night that he felt the irresistible impulse to incendiarism. The experts declared him to be "pyromanic," "and," adds the report laconically, "the jury sentenced him to six years' imprisonment." "Pyromanic" may be a new word, but it adds little to our science of criminology. If the person was insane the probability is that he ought to be in a criminal lunatic asylum. If, however, all that is implied is that he had an impulse so strong that he habitually gave way to it, the vexed question of a defence of "irresistible impulse," which is not much favoured in this country, might arise. The danger of coining new terms for particular classes of criminals is that thereby the question of responsibility may be evaded, and that the all-important matter of the effect of punishment as a deterrent may be quite overlooked. These questions are neither medical nor legal, but medico-legal, and need to be threshed out impartially by both professions.

Prisoners' Maintenance.—A London paper refers to a "very original" clause in the new Italian penal code, whereby prisoners under detention for offences against the State will have to pay for their own board, lodging and medical attention while serving their sentences. There is nothing new under the sun. Our own Vagrancy Act of 1824 provided that money and effects found with or upon offenders against the Act might be applied towards the apprehension, conveyance and maintenance of such offenders during their imprisonment. The power is not widely exercised, and perhaps has been almost forgotten; but it has been sometimes invoked in recent years when West End beggars found in possession of considerable sums of money have been sentenced to imprisonment. It might be extended to the case of well-to-do prisoners charged with any offences, but for the fact that it is a little repugnant to many people's ideas to punish a man and also make him pay for being punished.

Infallible Finger Prints.—A Scotland Yard finger-print expert asserted last week that finger-prints are the only infallible things in this world, adding that over a quarter of a million identifications had been made without question since the inauguration of the system. Undoubtedly there are very few systems so entirely trustworthy as that of identification by finger impressions. No case has ever yet been established of two persons having identical impressions, and the detection of many crimes has been the result of finger-print identification. Moreover, they cannot be altered. Cases have occurred in which criminals have scraped, cut and generally damaged their finger tips, in the hope of obliterating the tell-tale marks. As soon as the injuries heal, the self-same set of characteristics appears. The finger-print department must be one of the most deadly and implacable enemies of the criminal classes.

The Companies Act, 1929.

By ARTHUR STIEBEL, M.A., Barrister-at-Law (Registrar, Companies—Winding Up—Department, and Author of "Stiebel's Company Law and Precedents").

(*Continued from p.* 443.)—III.

Subject to the provisions of the Act a limited company which has a share capital cannot issue shares at a discount. Shares must be paid for up to their full nominal value—but they can be paid for in cash or in kind, and anything which would support a plea of payment at law will amount to a payment in cash. Thus, if I agree to sell property to the company for £1,000 and at the same time agree to take 1,000 £1 shares from the company, this procedure, when carried out, will amount to a payment in cash. In such cases, or where property is exchanged for shares, the court will not consider whether the property sold or exchanged is worth what is paid for it. This, so far as it goes, makes the rule that shares cannot be issued at a discount a mere form. This rule has also been broken into by the provisions as to commissions and discounts.

Commissions and discounts.—Commissions may be paid to persons in consideration of their subscribing, or agreeing to subscribe, whether absolutely or conditionally, for any shares in the company, or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any such shares. This goes a good deal beyond ordinary underwriting.

The payment of the commission must be authorised by the articles, and the commission paid or agreed to be paid may not exceed the amount authorised by the articles or (and this is new) 10 per cent. of the price at which the shares are issued, whichever is the less. The amount must be disclosed in the prospectus or in the statement in lieu of prospectus or in a document which will have to be delivered to the Registrar for registration, before the payment of the commission. Where a circular or notice, not being a prospectus, inviting subscription for the shares is issued, the commission must also be disclosed in that circular or notice. There is one other new provision. The number of shares which persons have agreed for a commission to subscribe absolutely must be disclosed in the same manner as the commission itself. These provisions do not apply to brokerage.

Section 47 of the Act enables shares to be issued at a discount, but the shares must be of a class already issued, and the issue must be authorised by a resolution passed by a general meeting of the company and must be sanctioned by the court. The resolution must specify the maximum rate of discount at which the shares are to be issued, and not less than one year must have elapsed at the date of the issue, from the date on which the company was entitled to commence business. The shares to be issued at a discount must be issued within one month after the date on which the issue is sanctioned by the court or within such extended time as the court may allow.

The Act contains a new provision that, subject to certain exceptions, a company may not give, whether directly or indirectly, and whether by means of a loan, guarantee, the provision of security or otherwise, any financial assistance for the purpose of or in connexion with a purchase made or to be made by any person of any shares in the company.

As a result of the capital clauses in the memorandum of a limited company which has a share capital, such a company cannot, except where the Act so provides (1) Buy any of its shares; (2) Accept a surrender of any unpaid or partly paid shares, or probably of any shares; or (3) Return money paid up on any shares. Forfeiture of shares for non-payment of calls is allowed and such a company can accept a surrender of shares as a short cut forfeiture, or it is thought where rescission of the contract to take such shares could be obtained.

Issue of Redeemable Preference Shares.—Notwithstanding these rules, in future a company will, if authorised by its articles, be able to issue redeemable preference shares, but such shares can

only be redeemed out of the profits of the company which would otherwise be available for dividend or out of the proceeds of a fresh issue of shares made for the purposes of the redemption. Only fully paid shares can be redeemed, and where shares have been redeemed otherwise than out of the proceeds of a fresh issue, there must out of profits which would otherwise have been available for dividend, be transferred to a reserve fund to be called the "capital redemption reserve fund" a sum equal to the amount applied in redeeming the shares. The provisions of the Act relating to the reduction of the share capital of a company will apply to this reserve fund, but in certain cases a reserve fund can be applied in paying up unissued shares of the company to be issued to members of the company as fully paid bonus shares.

Miscellaneous Provisions as to Share Capital.—A company limited by shares or by guarantee and having a share capital, may, if authorised by its articles, alter the conditions of its memorandum by :—

1. Increasing its share capital.
2. Consolidating and dividing all or any of its share capital into shares of larger amount.
3. Converting all or any of its paid-up shares into stock, and reconverting that stock into paid-up shares of any denomination.
4. Subdividing its shares into shares of smaller amount than is fixed by the memorandum, so that in the subdivision the proportion between the amount paid and the amount, if any, unpaid on each reduced share must be the same as it was in the case of the share from which the reduced share is derived.
5. Cancelling shares which had not been taken or agreed to be taken by any person.

In future, all these powers must be exercised by a company in general meeting.

The notice which has to be given to the Registrar of Companies of increase of capital contains somewhat fuller particulars than those required at present.

As a limited company cannot return paid up capital it cannot pay dividends out of capital. According to the latest cases on the subject this only means that such a company cannot pay dividends where it has not made net profits of any kind. The Act follows the Indian Railways Acts in making an exception to this rule by providing that where money has been raised to defray expenses for the construction of any works or buildings, or the provision of any plant which cannot be made profitable for a lengthened period, the company may pay interest on so much of that share capital as is for the time being paid up for a period to be fixed by the Board of Trade, but not extending beyond the close of the half-year next after the half-year during which the works or buildings have been actually completed or the plant provided. Such payment may not be made unless authorised by the articles or by special resolution, and must be sanctioned by the Board of Trade. The rate of interest may, in future, exceed 4 per cent. if so prescribed by order in council. The accounts must show the share capital on which, and the rate at which, interest has been paid out of capital during the period to which the accounts relate, and a fine is imposed if this is not done.

Reduction of Share Capital.—Subject to confirmation by the court, a limited company with a share capital may reduce its share capital. It may do this by extinguishing or reducing the liability on any of its shares in respect of capital not paid up, or either with or without so extinguishing or reducing liability on any of its shares by cancelling any paid-up share capital which is lost or unrepresented by available assets, or either with or without extinguishing or reducing liability on any of its shares, by paying off any paid-up share capital which is in excess of the wants of the company, or in any other way. Under this power a company may purchase or accept a surrender of any of its issued shares, and it may also return capital on the footing that it can be called up again—this can no longer be done without the sanction of the court, as s. 40 of the 1908 Act has been repealed.

Where the proposed reduction of share capital involves either diminution of liability in respect of unpaid share capital or the payment to any shareholder of any paid-up share capital, and in any other case if the court so requires, creditors are entitled to object and the court will take proceedings for ascertaining who those creditors are and seeing that they are properly paid or secured. In future, however, the court can, if, having regard to any special circumstances of the case, it thinks proper to do so, direct that any class or classes of creditors shall not be entitled to object even in cases which involve diminution of liability or the return of paid-up share capital. It will not be necessary to add the words "and reduced" to the name of the company, unless the court gives a special direction to that effect. Where a reduction is sanctioned a minute will have to be registered and such minute will form part of the memorandum of the company.

Variation of Shareholders' Rights.—Articles very frequently contain provisions by which holders of shares conferring special rights may agree to vary or abrogate those rights. There is now a provision that the holders of 15 per cent. of the shares of a class may apply to the court to have any such variation or abrogation cancelled—at the hearing the court will disallow or confirm it. The application must be made within seven days after the date on which the consent was given or the resolution was passed, and the decision of the court will be final. The applicants must be persons who have in no way consented to the alteration.

Transfer of Shares and Debentures evidence of Title, etc.—Shares are personal estate, must be numbered, and may be transferred in manner provided by the articles: In future a company may not register a transfer of any shares or debentures unless a proper instrument of transfer has been delivered to the company. This provision does not prejudice any power the company has to register as shareholder or debenture-holder any person to whom the right to transfer any shares or debentures has been transmitted by operation of law.

Transfers may be made by personal representatives and registration may be effected at the request of the transferor although the transferee is the proper person to make such request. In future, if a company refuses to register a transfer of shares or debentures, the company and its officers will become liable to fines if the company does not, within two months after the date when the transfer was lodged, send the transferee notice of such refusal.

Companies must, within two months after the allotment of shares, debentures or debenture stock, and within two months after the date on which a transfer of any shares, debentures or debenture stock is lodged, complete and have ready for delivery the certificates of all the shares, debentures and certificates of all debenture stock allotted or transferred, unless the conditions of issue of the shares, debentures or debenture stock otherwise provide. For this purpose the expression "transfer" means a transfer duly stamped and otherwise valid, and does not include such a transfer as the company is for any reason entitled to refuse to register and does not register. The court may make an order if this provision is disregarded. A certificate under the common seal of the company is *primâ facie* evidence of the title of the member to the shares. It follows that a company which has issued a certificate will be estopped from denying the title of an allottee, purchaser or mortgagee who has acted on the statement contained in the certificate.

In future the production to a company of any document which is by law sufficient evidence of probate of the will, or letters of administration of the estate, or confirmation as executor, of a deceased person having been granted to some

person must be accepted by the company notwithstanding anything in its articles, as sufficient evidence of the grant. A company may, if authorised by its articles, issue share or stock warrants. These warrants pass by delivery until surrendered or cancelled. They are negotiable instruments.

(To be continued.)

The Future of Highway Control.

One of the most important changes brought about by the Local Government Act, 1929, is to be found in Pt. III, which deals with "Roads and Town Planning." It has been obvious for a long time past that with the development of the town-planning system in so many directions it would be a source of endless friction and expense if the local authority responsible for town planning were not also mainly responsible for the making and upkeep of roads. This part of the Act therefore deals with the necessary adjustment and amendments of the law to enable road-making and road-widening to be carried out in harmony with town planning. The basis of the new system of highway control is co-ordinate with the general basis of future local government. The county council is to be in future the highway authority for its area, and is to be put into a position either to exercise direct control or to delegate its powers, and to co-operate with other local bodies whilst taking over entirely the functions of rural district councils.

By s. 29 (1) "The council of every county shall be the highway authority as respects every road in the county which at the appointed day is a main road, or which would, apart from this section, at any time thereafter have become a main road, and every such road and every other road as respects which a county council become by virtue of this part of this Act the highway authority, shall be termed a 'county' road and all enactments relating to main roads shall as from the appointed day have effect as if for reference therein to main roads there were substituted references to county roads."

And by sub-s. (2) the county council, in relation to road not maintained and repaired by an *urban* district council, is to exercise the same functions and powers as in regard to main roads, and all drain and sewer rights are adjusted accordingly,

With regard to bridges another most necessary simplification is brought about. Sub-section (4) provides that as from the appointed day the council of every county is to exercise maintenance, repair and improvement of, or other dealing with, every bridge in the county repairable by the inhabitants at large which carries a county road; but as regards the maintenance of borough bridges all such as carry county roads are to come under the county council, but the borough concerned will have to contribute to the cost of maintenance and repair. As to the rural district councils, they are wiped out, except for minor purposes.

By s. 30 (1) As from the appointed day, every county council is to be the highway authority as respects such part of the county as is for the time being comprised in any rural district and as respects the highways therein, and as such is to have all such functions under the Highways Acts, 1835 to 1885, as were exercisable by rural district councils who by virtue of the Local Government Act 1894, became successors of highway boards, and rural district councils shall cease to be highway authorities.

But nothing is to affect the functions of rural district councils under the Local Government Act, 1894, as respects rights of way and encroachments on roadside wastes, or any functions not being functions with respect to highways exercisable at the appointed day by rural district councils as successors to surveyors of highways or highway boards. The first schedule (Pts. I and II) sets out in full detail (*a*) the functions exercisable by county councils henceforward in rural districts under the Public Health Acts, the Private Street Works Act, 1892, and the Local Government Act, 1894, and (*b*) those functions which are to continue to be exercised in rural districts by the rural district councils with the consent of the county council. Other parts of the same schedule deal with the relations between the county councils and the urban district councils in the same matters.

As regards the highways now vested in and controlled by urban district councils, the Act provides that as from the appointed day, the county council is to be the highway authority as respects all classified roads which, immediately before the appointed day, were vested in the councils of urban districts within the county; and when thereafter any road vested in an urban district council becomes a classified road, the county council is to thereupon become the highway authority as respects that road. The Highways and Bridges Act, 1891, s. 4, is to cease to have effect so far as it provides that no order declaring that a county road within a municipal borough has ceased to be a county road and has become an ordinary road shall be made without the consent of the council of the borough having been first obtained; but before any such order is made by the Minister of Transport he must consider any representation which the council of the borough may make with reference thereto, and shall, if so requested by the council of the borough, hold a local enquiry.

As regards county roads, and roads which when constructed are intended to become county roads (except such as an urban district council claim the right to maintain and repair) these are to be taken over by the county council and are to be dealt with as prescribed in the schedule—according to its various parts as above; and where an order is made in future converting a rural district into an urban district, the order may provide that any unclassified roads in that area shall continue to be county roads and where the order contains such a provision as respects any roads the order may provide for contributions being made by the urban district council to the county council towards the cost of the maintenance and repair of those roads of such amounts as may be agreed between the councils or, in default of agreement, determined by the Minister of Transport.

Urban district councils whose area contains a population exceeding 20,000 may claim to continue to exercise the functions of maintenance and repair of any county road within their district, and, assuming the claim is made in a prescribed manner at any future time as populations grow, the urban district council is to be entitled to exercise those functions, and the road will vest in that council, and for the purpose of the maintenance, repair and improvement, and other dealing with any such road, that council will have the same functions, as if they were as respects that road the highway authority, and the road were an ordinary road vested in them subject to the intervention of the Minister of Transport, in certain specified circumstances. The Act (s. 32 (5)) goes on to provide that where at the appointed day an urban district council are maintaining and repairing a *main* road under the Local Government Act, 1882, s. 11 (2), if the population of its area is over 20,000 the urban district council will be considered to have made a claim to continue doing so unless they have previously given notice to the contrary to the county council; if the population is less the road will automatically pass to the county council. This does not apply to *bridges*. The county council must contribute (on a prescribed basis) to the cost of maintaining and repairing any such main road, and to the cost of any improvement of the road for through traffic.

Within three months after the Act comes into force any district council may apply to the county council to delegate to them the duty of maintaining, repairing and improving (*a*) all unclassified roads in their district, (*b*) all or any of the classified roads; (*c*) all or any of the county bridges. The county council *must* grant (*a*), but have unfettered discretion as to (*b*) and (*c*). Where this delegation is agreed to the district council are to be the agents of and under the control of the county council in the discharge of the duties undertaken.

Needless to say, nothing in the Act with respect to main roads or county roads is to affect the liability of any person or body of persons to maintain any highway or part of a highway not repairable by the inhabitants at large; and this is to include bridges carrying the highway.

A Conveyancer's Diary.

Trusts for Sale (*continued*).

I said last week that I proposed to return to the subject of trusts for sale, especially with regard to the desirability of all settlements of land being made upon such trusts. It would not, I think, be difficult to enumerate the many advantages which would accrue from the abolition of "settled land" as we understand it, and the substitution of a system whereby all "settlements" should be made by way of trust for sale.

I, for one, am convinced that such a system is bound to be adopted in course of time, if not by the legislature, then by the gradual realisation by those who have land to settle, that it is better done in that way. I hope at an early date to go more fully into that matter, but do not intend to discuss it at any length this week. I may, however, say that it seems to me that if the present system of "settled land" is to continue at all, it should only be in respect of estates of some considerable extent.

I hardly like to suggest a minimum area, but 1,000 acres should surely not be too small. In these days when many large estates are being attacked, as it were, from the top, by the creation of limited companies, to manage or sell them, and many more have become subject in one way or another to a trust for sale, it appears to me to be rather an anomaly that the system of "settled land," which is really designed only for such estates, should continue to apply to every small plot of land with or without its house or cottage "erected thereon or on some part thereof" which is not for the time being vested in an absolute owner of full age and is not subject to "an immediate binding trust for sale," whatever that may mean.

As I have said, I propose to go more fully into this question and will endeavour to indicate what alterations in the statute law may be required to accomplish the end which, as I suggest, all conveyances should and most have, in view, but for the moment I should like to arouse the attention of solicitors (who, after all, largely hold the matter in their hands) to the great advantages at any rate, in the case of small, or comparatively small, estates of a settlement by means of a trust for sale as distinguished from one which takes effect under the S.L.A.

If land be settled upon trust for sale, either by deed or will, the settlor is, to a great extent, master of its fate. He may, for example, provide that no sale shall be made during the lifetime of the tenant for life (meaning the person entitled to the income of the proceeds of sale and of the land until sale) without the tenant for life's consent.

Alternatively, he may provide that no sale shall take place during the lifetime of the tenant for life without the consent of the person or persons entitled in remainder (meaning the person or persons who would be entitled to the land or the proceeds of sale or the income thereof if the tenant for life were dead). He may, if he choose, make provision for the tenant for life having the right to occupy any house which may be comprised in the settlement upon such terms as he desires to impose with regard to repairs, insurance or other matters, such as residence during a certain number of weeks or months in each year.

In addition to these and many other provisions which a settlor, whether by deed or will may make, there are already very extensive powers of management conferred by statute upon trustees for sale. By s. 28 (1) of the L.P.A., 1925, it is provided, that trustees for sale shall have in relation to land (*inter alia*) the powers of management conferred during a minority by the S.L.A., 1925. The powers thus conferred are contained in s. 102 of the S.L.A., and include powers: (*a*) to fell timber or cut underwood in the usual course for repairs or otherwise; (*b*) to erect, pull down, rebuild and repair houses and other buildings and erections; (*c*) to continue the working of mines, minerals and quarries; (*d*) to drain or otherwise improve the land; (*e*) to insure against loss by fire; (*f*) to make allowances to, and arrangements with, tenants and others; (*g*) to determine tenancies and to accept surrenders of leases and tenancies; and (*h*) generally to deal with the land in a proper and due course of management.

It will be seen that these powers are, as no doubt they were intended to be, as general and extensive as could be devised, so that trustees for sale are practically put in the position of absolute owners and have the widest possible discretion with regard to the management of their trust estate, subject only to the provisions of the settlement under which they hold.

The great advantages of a settlement by way of trust for sale are, I think, obvious only upon this cursory view. At any rate, I plead that it is the best and only satisfactory method of creating a settlement of property of small extent and should invariably be advised in such cases.

When one comes to advise what is best in the case of extensive estates, different considerations will sometimes arise, and it may be that a settlement by way of trust for sale will not always be appropriate. Such cases are numerically few, although, from the point of view of the extent of the land involved, and, perhaps, for other reasons, they have an importance of their own. I am not, for present purposes, concerned with estates of that kind, and my concluding admonition, for what it may be worth, is—always advise a settlement upon trust for sale!

Landlord and Tenant Notebook.

Increase of Rent on Account of Rates.

In our last issue we published a letter from a subscriber, raising some interesting points as to the position of a landlord and tenant under s. 11 of the Rating and Valuation Act, 1925, discussed in our "Landlord and Tenant Notebook" of the 29th ult. (73 Sol. J. 421).

Under that section, there are two main cases in which an owner may be rated instead of the occupier. In one case the liability may be imposed on him by the rating authority, in the other it may be undertaken voluntarily.

Sub-section (1) of s. 11 sets out the circumstances in which he may be compulsorily liable, that sub-section providing that, subject to the exceptions contained in the proviso "the rating authority may by resolution direct that, in the case of all hereditaments in their area (exclusive of agricultural land) to which the direction applies, the owners thereof shall be rated instead of the occupiers."

And under para. (*a*) of that sub-section the owner may be granted an allowance equal to 10 per cent. of the amount payable if the rates are paid before the expiration of "one-half of the period in respect of which the rate is made . . . or such later date as may be specified in the resolution."

Under sub-s. (2) of s. 11 the owner may, in the case of hereditaments the rent of which becomes payable or is collected at intervals shorter than quarterly, by agreement in writing with the rating authority, undertake, either—

(*a*) that he will pay the rates chargeable in respect thereof, whether it is occupied or not; or

(*b*) that he will, so long as the hereditament is occupied, pay the rates chargeable in respect thereof; or

(*c*) that he will on behalf of the authority collect the rates due from the occupier thereof,

and where he so undertakes he may, so long as the rate is paid on or before the date or dates specified in the agreement,

receive an allowance not exceeding in case (*a*) 15 per cent., (*b*) 7½ per cent., and (*c*) 5 per cent.

Owners are not likely to enter into compounding agreements except where the rent payable by the tenant is inclusive of rates, and, according to *Nicholson* v. *Jackson*, 65 Sol. J. 713, the owner must give the tenant the benefit of any allowance he receives.

It may be, of course, that the owner may lose his right to an allowance if he does not pay the rate on or before the time or times specified in the agreement, and in the case of an owner of a large number of properties it is conceivable that such a course may prove advantageous to him, having regard to the use to which the money might be put in the meantime.

It seems clear, therefore, that where the owner does not receive the benefit of his allowance, provided that a proper notice of increase has been served, the tenant will be bound to pay the owner the full amount of the rate which the owner himself has actually paid.

To deal now with the case where the owner is rateable under sub-s. (1) of s. 11 of the Act in lieu of the occupier.

This sub-section will probably affect a large number of cases in which a tenant is paying a rental exclusive of rates, so that if its provisions are applied the liability will pass from the occupier to the owner, though if the occupier is compelled to pay the rates he will be entitled to deduct the amount so paid from his rent.

Where, however, the burden is thus shifted to the owner, the latter will be in no worse position than he was before, since, by sub-s. (9) of s. 11, he is given a *statutory* right to recover the amount which he pays, and which, but for the operation of sub-s. (1), would have been payable by the tenant.

The question arises whether the owner who obtains the benefit of an allowance under para. (*a*) is under any obligation to pass it on to the tenant.

Bearing in mind the decision of the majority of the House of Lords in *Nicholson* v. *Jackson*, and having regard to the phraseology of sub-s. (9), it seems clear that the landlord can only recover the amount *actually* paid by him. If he has not paid the rate in time so as to be entitled to the allowance, he can recover the full amount of the rate from the tenant; on the other hand, if he has received an allowance, he can only recover the full rate less such allowance from the tenant.

Our County Court Letter.

DISALLOWANCE OF COSTS OF SUCCESSFUL PARTY.

The Divisional Court have dismissed the defendant's appeal from Oswestry County Court, in *Barker* v. *Burgess*. The plaintiff had been thrown out of the car of the defendant, who ignored a letter from the plaintiff's solicitor written two days later, and also two further letters written at intervals of ten and twelve days. After the third letter some negotiations took place verbally between the plaintiff and a representative of an insurance company, but an action came to trial in which the jury found in favour of the defendant. His honour Judge Ivor Bowen, K.C., gave judgment accordingly, but ordered each party to pay its own costs on the grounds that (1) the neglect or refusal of the defendant to make any reply, or to take any notice of the claim, were facts connected with and leading up to the litigation, (2) the defendant's conduct led the plaintiff reasonably to believe that she had a good cause of action, and by ignoring her solicitor's letters he had brought the litigation upon himself. Mr. Justice Swift and Mr. Justice Acton affirmed the above decision, holding that the learned County Court judge was entitled in law to make such an order.

The County Courts Act, 1888, s. 113, provides that the costs of any action or matter, in default of any special direction, shall abide the event, and the position is therefore somewhat different from that in the High Court, where a successful party has no right to costs, unless and until they are awarded to him by the court. In *Donald Campbell and Company Limited* v. *Pollak* [1927] A.C., at p. 812, Viscount Cave, L.C., stated that, when a judge, deliberately intending to exercise his discretionary powers, has acted on facts connected with or leading up to the litigation which have been proved before him—or which he has himself observed during the progress of the case—then a Court of Appeal (though it may deem his reasons insufficient and may disagree with his conclusion) is not entitled to entertain an appeal therefrom. This decision related to the construction of the Judicature Act, 1925, (c. 49), s. 50, and R.S.C., Ord. LXV, r. 1, in their application to a non-jury case, but the principle has now been extended to a jury case in the County Court as above stated.

The meaning of the expression "No order as to costs" was explained in *Bensusan* v. *Bustard* (1920) 64 Sol. J. 669, which was a possession case under the Increase of Rent, &c., Act, 1920, s. 5. The County Court judge refused the application, making no order as to costs, and the defendant's solicitors served notice of taxation of a bill of costs, for which the plaintiff's solicitors disputed liability. The registrar nevertheless taxed the costs, and the Divisional Court held that his order for their payment was rightly made. Lord Trevethin (then Mr. Justice Lawrence) pointed out that, although r. 17 (1) of the Rent and Mortgage Interest Rules, 1916, provides that the costs of any application under the Rent Acts shall be in the absolute discretion of the court—the rules did not purport to affect s. 113 of the County Courts Act, 1888, nor was there any power to repeal that section by rules. Mr. Justice McCardie agreed that as the plaintiff had failed, the defendant was entitled to costs under s. 113 in default of any special direction by the judge. It is to be observed that in the police court, on the other hand, "no order as to costs" means that each side pays its own.

In *Davies* v. *Davies* (1927) 137 L.T.R. 567, a question arose as to how far the costs sections of the County Courts Act, 1888, have been repealed by the County Courts Act, 1919, s. 12, which provides in effect that on an action being remitted or transferred, the costs of the whole proceedings shall be in the discretion of the court to which the matter is transferred. In the above case the County Court judge at Hereford had gone to the opposite extreme from disallowing costs, and had awarded them on a higher scale, viz., Scale C instead of Scale B. In the Divisional Court it was held by Lord Justice Atkin (as he then was) and Lord Justice Lawrence (sitting as additional judges of the King's Bench Division), that s. 12 of the Act of 1919 does not give an unrestricted discretion, but must be read with and subject to the sections of the principal Act.

Practice Notes.

MODERNISATION OF ELECTRICAL EQUIPMENT.

The question as to how far the use of old methods may result in criminal liability arose recently at Torquay, where the Director of Public Prosecutions charged the corporation with a breach of the Factory and Workship Acts. An electrical sub-station was equipped with transformers, switch fuses and cable boxes, used for lighting the sea front, and an electrician had been killed while grasping a high-tension cable. This had been joined, about eight years ago, by means of a brass ferrule, covered with layers of Empire tape, but the prosecution pointed out that this insulation broke down at 900 volts, and that such a cable should be out of reach and sheathed in lead. In default of such precautions a current of 2,000 volts was alive and capable of doing serious injury, and in 1924 and 1928 the attention of the corporation had been called to the need for better protection, but nothing was done at the above sub-station. The case for the defence was that when only skilled and authorised men were allowed to enter, it was not necessary

to maintain such a high standard of protection as where the general public had access. The sub-stations were only allowed to be entered by authorised persons, who had to take a mate with them, and the deceased was aware of the danger, which would also be indicated by the insulation. The equipment was in accordance with the suggestions of the divisional electrical inspector, though it would not now be regarded as up-to-date, but in the absence of evidence of how the accident occurred the death could not be attributed to the neglect of the corporation. The magistrates held that the case for the prosecution was made out, and inflicted the maximum penalty for £100, and costs £10 10s. It was suggested in evidence that the highest proportion of accidents exists among skilled men, and that modern practice with regard to safety precautions is in advance of the Home Office regulations.

Reviews.

Law Relating to Medical, Dental and Veterinary Practice. By FRED. BULLOCK, LL.D., of Gray's Inn, Barrister-at-Law. Being a Thesis approved for the Degree of Doctor of Laws in the University of London. London: Baillière, Tindall and Cox; Stevens & Sons, Ltd. 12s. 6d. net.

The author of this work set himself the task of providing a comprehensive survey of the law relating to Medical, Dental and Veterinary Practice in this country with a view to explaining the origin and development of the existing law. The book opens with an interesting historical sketch of the earlier attempts to govern these three learned professions and to control the practice of their several cognate arts. He then proceeds to review the various stages in the development of present-day statute-law and shows in detail what is necessary for the obtaining of qualification to practice in each profession. There is an exhaustive review of the law governing professional discipline, supported by a complete list of cases decided thereon; and the volume concludes with a similar review of the case-law touching negligence—criminal and civil liability. This last chapter includes a summary of the law relating to lunacy certificates, to which is appended the text of the Lunacy Act, 1890. Altogether a work of considerable research, piecing together a great deal of scattered information, and likely to prove of substantial value as a work of reference for the lawyer and the practitioner in the professions concerned.

Balance Sheet Values. By P. D. LEAKE, F.C.A. pp. xi and (with Index) 75. 1929. London: Gee & Co. (Publishers) Ltd. 3s. 6d. net.

Published accounts of joint stock companies, though designed to reveal to the public the state of a company's affairs, are notoriously less valuable in fact than in theory, and a common cause of these shortcomings is the difference between the true and the balance sheet values of the company's assets. In many cases the approximate value of an asset is readily ascertainable by reference to current market prices, but where goodwill has to be taken into consideration the accountant's task is not an easy one. The major portion of Mr. Leake's little book deals with the interesting problem of the most equitable method of making provision for goodwill, and it is the opinion of the author that the American system of issuing to vendors shares of no par value has much to commend it. In this country such shares cannot be issued however, and as the next best method of tackling the problem, Mr. Leake advocates the use of shilling or even penny deferred shares. The book makes a useful contribution to the science of accounting, and should prove of interest to those who are anxious to lift the veil which so often hides the true state of a company's affairs.

Books Received.

"*The Compleat Angler, or the Contemplative Man's Recreation.* IZAAK WALTON. *Being a Discourse of Fish and Fishing, not unworthy the perusal of most Anglers.*" A Facsimile of the first Edition (1653). Bound in full brown sheep. 1929. A. & C. Black, Ltd., 4, 5 and 6, Soho-square, W.1. 10s. 6d. net.

The Law Students' Notebook. Embracing the Subjects of the Intermediate Examination of the Law Society. Vol. I: Stephen's Commentaries. Vol. II: Bookkeeping and Trust Accounts. pp. (with Index) 242 and 80, respectively. 1929. Metropolitan College, Ltd., St. Albans. The 2 vols. 10s. 6d. (postage 6d. extra).

Butterworth's Workmen's Compensation Cases. Vol. XXI (New Series). December, 1927, to December, 1928. Edited by His Honour Judge RUEGG, K.C., and EDGAR DALE, assisted by J. ALUN PUGH. 1929. London: Butterworth and Co. (Publishers), Ltd. 22s. 6d. net.

The English and Empire Digest, with Annotations. Vol. XLII Small Holdings to Tort. pp. cxlvii and 998. 1929. Butterworth & Co. (Publishers), Ltd.

Correspondence.

Legislation affecting Working People.

Sir,—As a regular reader of THE SOLICITORS' JOURNAL, I have often regretted that some space was not given each week to a discussion on those branches of the law which, although not remunerative to the practitioner, are becoming increasingly important with the recent development of political events. I refer to such subjects as Widows' and Old Age Pensions, Health and Unemployment Insurance, the Shops Acts, etc., and that whole body of legislation affecting working people upon which the lawyer is so often asked to advise both in his professional capacity and when he engages in social or political work.

The Acts relating to these branches of the law are numerous and detailed, and are so frequently amended that the busy practitioner has not the time to sit down to an exhaustive study of their provisions.

In these circumstances I feel sure it would be greatly appreciated by a large number of your readers if a page or so of your journal could be devoted each week to an elementary summary of the Acts, and a few of the leading cases on these and kindred branches of the law.

Even on such subjects as workmen's compensation, rent restrictions, local government, etc., I sometimes feel that the full benefit of the articles in the JOURNAL can only be obtained by those practitioners who already have a substantial knowledge of these subjects, and that many of the younger solicitors and practitioners whose experience has been in other directions would welcome a re-statement of the broad principles of these branches of the law.

I should be pleased to have your own and the opinion of your readers on this.

Langdon Hills, Essex. 9th July. ARTHUR W. COLEMAN.

Everyday Points in Practice.

Sir,—We should be glad if you would inform us whether it is intended to bring up to date the bound form of "Everyday Points in Practice." If so, we shall be glad if you will say when it is expected the next edition will be ready.

Newark-on-Trent, 28th June. LARKEN & Co.

[We appreciate our correspondent's inquiry, to which we hope to reply a little later.—ED., *Sol. J.*]

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Husband and Wife—Separation without Order—Custody of Children—Delay in taking Court Proceedings.

Q. 1677. I have a case of a client who has three children, one about thirteen years of age and the others considerably younger. Finding that conditions with her husband were unbearable, the mother left him and went with the children to her own mother's home next door, so that in this sense the husband may maintain that she technically deserted him. For some considerable time now (a couple of years at least) my client, aided by her mother, has supported the children by her own efforts, and in fact is quite willing to continue to do so, because in the first case she must (as her husband is out of work and has nothing), and secondly, because she is fond of the children. She realises that there is little to be got by way of maintenance from her husband, but she is very keen to retain at all costs the custody of the children, but up to the present, although her husband is about the place and speaks to the children and occasionally gives them a little pocket money, he has made no effort to obtain the custody of the children from her. Do you think that my client is placing herself out of court or out of time in any way by continuing this present method of looking after the children and avoiding the publicity of going formally to the court for their guardianship, although presumably, when the children become sixteen years of age, they will be entitled to use their own minds ?

A. It is, of course, impossible to offer more than a tentative opinion without a fuller knowledge of the facts. We would, however, suggest the following points arising out of the question :—

(1) If the husband's behaviour has been such as to justify his wife in leaving him it might in certain circumstances amount to desertion on his part and not on her's.

(2) So far as the question of seeking the aid of the court is concerned, any delay might operate just as much against the husband as against the wife. It is open to either to apply to the court under the Guardianship of Infants Acts. As long as the husband refrains from applying, it does not seem unreasonable that the wife should rest content with the actual custody.

(3) As to publicity, a court has a discretion to hold proceedings under these Acts *in camera*.

(4) It is unusual to interfere with children over sixteen years of age in their choice of parents and residence, but, in our opinion, the Guardianship of Infants Acts apply to infants up to the age of twenty-one.

Damages for Anticipatory Breach of Contract of Service.

Q. 1678. A.B. was a member of an agricultural wages committee, as a workman's representative, and was in the employ of C.D., but owing to the situation of the cottage which he occupied by virtue of his employment with C.D. being some distance from a school, he obtained another situation and was definitely engaged by E.F. to commence work for her on a certain date, at a weekly wage, and a cottage and garden in addition. A.B. then gave C.D., his then employer, notice to leave, in order that he may take up his duties with E.F., and in consequence A.B. had to give up possession of the cottage which he held by virtue of his employment with C.D. Between the time A.B. had been engaged by E.F. (but before he had left the employment of C.D. or entered into the employment of E.F.) he was informed by E.F. that his services were not required. In consequence A.B. was out of work for a considerable period, he was compelled to leave the cottage which he held under C.D. and store his furniture and live in rooms. Your valued opinion is required—

(1) As to whether A.B. can bring an action against E.F. claiming damages for breach of contract ?

(2) If an action for breach of contract can be brought, we assume general damages can be claimed and not based upon one week's wages, because a true test is what loss has the workman actually suffered owing to the breach of contract by the employer ?

(3) Will it be permissible to claim the damage and loss suffered by A.B. through being deprived of a cottage, and being out of work for some considerable time owing to the action of E.F. ?

A. Under the Law of Property Act, 1925, s. 40, no action can be brought upon any contract for a tenancy, unless there is a note or memorandum in writing signed (in this case) by E.F. A.B. therefore cannot sue for the failure to let the cottage, but he has a cause of action on another ground, viz., personal service. He can maintain an action for breach of this agreement, although the time for its commencement had not arrived. See *Hochster* v. *De la Tour*, 2 E. & B. 678. The above questions are therefore answered as follows :—

(1) Yes, as regards the personal service.

(2) Yes, A.B. can claim all damages naturally flowing from the breach ; therefore

(3) A.B. can claim for damages suffered by being deprived of a cottage, i.e., cost of storage of furniture, but only a proportion of the cost of lodgings in excess of what he would have paid elsewhere for rent. A.B. cannot claim for loss of wages through being out of work, as this damage is too remote.

Effect of Deed of Composition.

Q. 1679. A debtor executes a deed of composition under which a covenantor offers 4s. in the £ to the debtor's creditors. A majority of the creditors, both in number and value, assent to the deed. The statutory declaration that a majority have assented is fuly filed with the Registrar. Notice under s. 24 (1) of the Deeds of Arrangement Act, 1914, is sent to the creditors who have not assented and none take any action. What is then the position of the creditors who have not signed an assent ? Are they bound by the majority, and if a composition of 4s. in the £ on their claims is tendered to them must they accept it ? I cannot find this practical point mentioned in any book.

A. The question is one of fact in each case, as any deed of composition (not being an arrangement under the Bankruptcy Acts) only binds those creditors who assent either in the specified form or by conduct which implies acquiescence. The creditor may be holding aloof in order to benefit by a proviso (if any) for the payment in full of dissentients, but he may be estopped from disputing the deed by slight acts of concurrence. An unexplained delay in presenting a petition does not now amount to acquiescence : see *In re Beesley* [1914] 109 L.T. 910. Most of the decisions relate to cases of deeds of assignment, and there is little authority on the position in cases such as the above, but in the probable absence of opportunities of any overt acts (such as attending meetings) the opinion is given that creditors should declare their attitude, so that all who have not dissented are bound.

Notes of Cases.

Court of Appeal.

Gaskell Limited *v.* Askwith.

Scrutton, Greer and Russell, L.JJ. 28th June.

Moneylender—Claim against Guarantor—Principal not liable—Incorrect Date in Memorandum—No Sufficient Note or Memorandum—Moneylenders Act, 1927, 17 & 18 Geo. 5, c. 21, s. 6, sub-s. (1).

Appeal from a decision of Humphreys, J., 73 Sol. J. 348.

The plaintiffs, who were registered moneylenders, claimed to recover from the defendant Lord Askwith, £550 alleged to be due under a guarantee in writing dated the 11th August, 1928, and signed by the defendant, whereby he guaranteed the payment to the plaintiffs of a promissory note for £550 to secure a loan of £475, dated 9th August, 1928, and payable four months after date. The loan was made by the plaintiffs to one Thomas Jackson. The actual payment of the money to Jackson and the signing of the memorandum by him did not take place until the 17th August, 1928, but the memorandum still contained the 9th August as the date of the loan. On the 17th August copies of the memorandum and promissory note were handed to the defendant. The defendant contended that the promissory note was il legaland void by reason of the fact that the plaintiffs had contravened s. 6 of the Moneylenders Act, 1927 in that Jackson had not signed, nor the plaintiffs delivered to Jackson within seven days, a sufficient note or memorandum in writing containing all the terms of the transaction. Humphreys, J., was of the opinion that the loan was not made until the 17th August, and that the date in the memorandum was wrong, and that the plaintiffs had therefore failed to comply with the terms of s. 6 of the Moneylenders Act, 1927. He accordingly gave judgment for the defendant. The plaintiffs appealed.

Scrutton, L.J., said that the plaintiffs failed. If the 17th August was to be treated as the date of the loan the date on the memorandum—9th August—was the wrong date. If, on the other hand, 9th August was the date of the loan, then the plaintiffs had failed to deliver or send to the borrower any copy of any note or memorandum within the time required by s. 6 of the Moneylenders Act, 1927. Whichever view was taken the plaintiffs failed and the appeal must be dismissed.

Greer and Russell, L.JJ., concurred. Appeal dismissed.

Counsel: *Stuart Bevan*, K.C., and *R. F. Levy*, for appellants; *Doughty*, K.C., and *Harold Simmonds*, for defendant.

Solicitors: *Lazarus & Son; Percy Bono & Griffith.*

[Reported by T. W. Morgan, Esq., Barrister-at-Law.]

Newsholme Brothers *v.* Road Transport and General Insurance Co. Limited.

Scrutton, Greer and Russell, L.JJ. 1st July.

Insurance—Motor Car—Proposal Form—Untrue Statements—Policy Issued—Knowledge of Agent—Liability under Policy—Repudiation by Insurance Company.

Appeal by the claimants from the judgment of Rowlatt, J., on a special case stated by an arbitrator.

The respondents, the Road Transport and General Insurance Company Limited, issued a policy of insurance, dated the 25th January, 1927, to the appellants, Newsholme Brothers, who were the proprietors of a motor omnibus, insuring them against damage to the omnibus and third-party claims. An accident, involving damage to the motor omnibus and injury to passengers, occurred on the 3rd August, 1927, in respect of which the appellants claimed under the policy, but the insurance company repudiated liability under the policy in respect of the claims on the ground that the written proposal and declaration on which the policy was issued contained untrue and incorrect statements and failed to disclose the true facts. The proposal form was signed by a partner in the appellant firm, but the written answers were filled in by one Willey, the agent of the respondent insurance company in connexion with the policy. The matter was referred to arbitration, and the arbitrator found that information which had been communicated to Willey by the appellants had been withheld by him from the insurance company, and it was awarded that in law the insurance company had, through their agent Willey, full knowledge of the true facts, and that, having accepted the premium, they were liable under the policy. The question for the court was whether the arbitrator had come to a right determination in point of law.

Rowlatt, J., held that the knowledge of Willey could not be taken as the knowledge of the company, and gave judgment for the respondents. He referred to *Bawden* v. *London, Edinburgh and Glasgow Assurance Co.*, 36 Sol. J. 502 [1892] 2 Q.B. 534; and *Biggar* v. *Rock Life Assurance Co.*, 46 Sol. J. 105 [1902] 1 K.B. 516. Willey was the agent of the appellants in filling up the proposal form, and as the written answers were incorrect in a material respect, the respondents were not liable. The claimants appealed.

The Court dismissed the appeal. Rowlatt, J., was right in holding that the knowledge of Willey could not be taken as the knowledge of the respondents. Where a person signed a warranty that the statements in the proposal form were true and formed the basis of the contract, he could not escape from the consequences of his negligence if he failed to see that the statements which he signed were in fact correct. *Biggar* v. *The Rock Life Assurance Co.*, *supra*, followed. *Bawden* v. *London, Edinburgh and Glasgow Assurance Co.*, *supra*, distinguished.

Counsel: *Jardine*, K.C. and *John Neal*, for the appellants; *Schiller*, K.C. and *Paley Scott*, for the respondents.

Solicitors: *A. H. Freeman*, for *Hyman, Stone*, Sheffield; Joynson-Hicks & Co.

[Reported by T. W. Morgan, Esq., Barrister-at-Law.]

Chancery of Lancashire.

Manchester and County Bank Limited *v.* Monk.

Vice-Chancellor Courthope Wilson, K.C. 12th June.

Equitable Mortgage—Separation Agreement—Prior Equity—Subsequent Legal Estate—Purchaser for Value—Constructive Notice.

The plaintiffs were equitable mortgagees of a dwelling-house by virtue of a deposit of title deeds with a covenant to execute a legal mortgage made on the 4th December, 1922, by the mortgagor to secure his overdraft. In the year, 1928, the mortgagor became bankrupt, and on the 10th December, 1928, the bank obtained a legal mortgage from his trustee in bankruptcy. The bank now sought to recover possession of the house from the defendant who was the wife of the mortgagor and claimed to be entitled to occupy the house under a deed of separation between herself and her husband, dated the 14th day of July, 1922, which contained a covenant by the husband to purchase a suitable dwelling-house for her and allow her to have the use of the same while that agreement was in force. The defendant actually went into possession with the consent of the husband on the morning of the 4th December, 1922, the date on which the title deeds were deposited with the bank, the husband having completed the purchase of the house three days earlier.

The Vice-Chancellor said he was satisfied that the bank had no actual notice of the defendant's claim or of her possession at the date of their equitable mortgage, and, in fact, did not learn of it until after the mortgagor's bankruptcy. He did not think that the defendant's interest in the land was a legal one, but an equitable one; the effect of the separation deed was that, as from the date on which he purchased the house, the mortgagor became to the extent of her interest a

trustee for her of the legal estate. Counsel for the defendant had suggested that the mere fact of the defendant being in possession at the date of the plaintiff's equitable mortgage amounted to constructive notice to them of her rights, and that it was their duty to have made enquiry on the premises as to who was in possession. He took the view, however, that there was no obligation on the plaintiffs to make enquiry in the absence of notice that some person was in possession other than the mortgagor. The law with regard to constructive notice was laid down in *Jones* v. *Smith*, 1 Hare 43, 60, and *Hunt* v. *Luck* [1902] 1 Ch. 428, 433. He came to the conclusion that the plaintiffs having, at the date of their equitable mortgage, no notice, either actual or constructive, of the defendant's equity, were entitled to rely on their subsequently acquired legal estate. There would be an order for possession accordingly.

COUNSEL: For the plaintiffs: *J. M. Easton*; for the defendants: *E. Atkins*.

SOLICITORS: For the plaintiffs: *Messrs. Sale & Co.*, Manchester; for the defendants: *Messrs. Shippey, Early and Co.*, Manchester.

[Reported by T. W. OWTRAM, Esq., Barrister-at-Law.]

Metropolitan Police District—Bow Street.

Papadopoulos *v.* Papadopoulos.

Mr. Graham Campbell. 23rd and 30th May, 13th June and 1st July.

HUSBAND AND WIFE—SUMMONS FOR WILFUL NEGLECT TO MAINTAIN—DOMICILE—NULLITY DECREE OF CYPRIOT COURT—ESTOPPEL—JURISDICTION OF POLICE COURT—PRIVATE INTERNATIONAL LAW—SUMMARY JURISDICTION (SEPARATION AND MAINTENANCE) ACTS, 1895 to 1925.

This summons by a wife for wilful neglect to provide her with reasonable maintenance raised important questions of the laws of domicil, and of estoppel, and of private international law. The facts and arguments appear sufficiently from the judgment.

Mr. GRAHAM CAMPBELL, in the course of delivering a reserved judgment, said that the defendant was born in Cyprus in 1886. In 1905 he came to London, and in May, 1906, he entered as a student of St. Bartholomew's Hospital. About that time he appeared to have made the acquaintance of the complainant (a lady of French nationality) and from January, 1907, until November, 1912, they lived together as man and wife. On 27th November, 1912, they were duly married according to the English law at the Holborn Register Office. In May or June, 1913, the defendant passed the examination for the M.B. degree, and returned to Cyprus, as he said, in July, 1913, or, as she said, in 1914, and started to practise there. The complainant followed him, and instituted proceedings against him in the District Court of Nicosia, to which proceedings reference would be made at a later stage of the judgment. For the moment he (the learned magistrate) was only dealing with the evidence available for the purpose of showing what the defendant's domicil was at the time of the decision of the district court. In December, 1914, the defendant came back to England and with the exception of one or more short visits to Cyprus his headquarters had since been in England, where he was now practising, although he said that he was proposing to return to Cyprus for good very shortly. He (the learned magistrate) thought that on the question of domicil the material date was 19th May, 1914, and that the defendant's movements since 1914 were only material in so far as they threw light upon his intentions with regard to domicil in May, 1914. On the evidence before him, he had come to the conclusion that there was nothing to show that in 1914 the defendant had any intention of acquiring a permanent domicil in England. The defendant had come to England for the express purpose of studying medicine, and as soon as his studies were completed and he had obtained his English qualifications, he had returned to Cyprus and set up in practice there. He (the learned magistrate) therefore found as a fact that in May, 1914, the defendant, and consequently the complainant, were both domiciled in Cyprus. Did that fact make the decree of the District Court that the marriage celebrated on 27th November, 1912, at the Holborn Register Office was void *ab initio*, a judgment which ousted his jurisdiction to make an order in favour of the complainant under the Summary Jurisdiction (Separation and Maintenance) Acts, 1895 to 1925?

Mr. O'CONNOR, in arguing that that decision was binding, relied mainly on the case of *Salvesen and Von Lorang* v. *Administrator of Austrian Property* [1928] P. 206, and it would of course be necessary to consider very carefully the grounds upon which the decision of the House of Lords was based. Before doing so, however, it might be well to refer to the paragraph in the judgment of the court in Cyprus which declared the English marriage to be null and void.

> (2) "That plaintiff and defendant declaring that the marriage celebrated on the 27th November, 1912, at the Holborn Registration District in the County of London being void *ab initio*, as contrary to the law of the domicile of both parties as regards the essential conditions of marriage, it is hereby declared null and void."

It was common ground that the reason for saying that the marriage was contrary to the law of the domicil of both parties was that it did not take place in church, and was not celebrated by a priest of the Orthodox Church, as the law of Cyprus did not recognise any marriages of Greek Orthodox Christians which had not been so celebrated. There had been at least four comparatively recent cases in which the facts were very similar to those of the present case, and in which our courts had considered the effect which should be given in this country to decrees of nullity pronounced by foreign courts, that court being the court of the country where the husband was domiciled. (The learned magistrate referred to *Ogden* v. *Ogden* [1908] P. 46; *Stathatos* v. *Stathatos* [1913] P. 46, 57 Sol. J. 703; *de Montaigu* v. *de Montaigu* [1913] P. 154; 57 SOL. J. 703; and *Salvesen's Case*, *supra*.) The three former authorities were all in favour of the complainant. Coming to *Salvesen's Case*, Lord Dunedin seemed to have been quite clear that the validity of the marriage depended on French law, that being the law of the *lex loci celebrationis*, and emphasised the fact that the German court took proper steps to inform itself of the French law and gave judgment in accordance with the law proved before it. There could be no doubt that if the District Court of Nicosia had declared the marriage celebrated in England between the complainant and the defendant void on the ground that it did not comply with the law of the *locus celebrationis* that judgment would be binding on him (the learned magistrate) without further inquiry, and it might even be doubtful whether he would be entitled to inquire whether the Court at Nicosia had taken proper steps to inform itself of the English law and had given judgment according to the law proved before it. In the present case it was not necessary for him to do this, as it appeared, on the face of the decree, that the ground of the decision was that the English marriage was void *ab initio* as contrary to the law of the domicil of both parties, as regards the essentials of marriage and it had been agreed by both sides that the particular in which it was contrary to the law of the domicil was that it was not celebrated in the presence of a Greek priest. Therein was a most important distinction between the present case and *Salvensen's Case*, *supra*. In *Salvensen's Case* the German decree was held binding on the Scottish courts, because the German decree was based on the fact that the requirements of the French law had not been complied with. In the present case the decree of nullity was based on the fact that the marriage was contrary, not to English law, but to the law of the place where the parties

were domiciled. It had not been suggested that there had been any personal incapacity, such as consanguinity, which would, according to the *lex domicilii*, have prevented these two persons from entering into a valid marriage in Cyprus or elsewhere. For those reasons he (the learned magistrate) was of opinion that the decree pronounced by the District Court of Nicosia did not have the effect of rendering the English marriage void and he thought that the marriage celebrated at the Holborn Register Office was a good marriage and must be still treated as a subsisting marriage. It seemed to him that a foreign judgment which purported to declare a marriage duly celebrated in England according to English law to be null and void merely on the ground that some formalities in connection with the ceremony required by the place where the parties were domiciled had not been complied with offended against British notions of justice.

With regard to Mr. O'Connor's second point, that inasmuch as the complainant had not only elected to take proceedings in Cyprus, but actually received a sum of £380 in full satisfaction of certain other alternative claims made by her for alleged breach of promise to marry, for services rendered by her and for money alleged to have been lent by her to the defendant, she was estopped from denying the validity of the decree of nullity; the law on the subject was clearly stated by Buckley, L.J. (as he then was), in the case of *Harris* v. *Taylor* [1915] A.C. at p. 588: "The doctrine applicable to these cases is that, if the defendant has placed himself in such a position that it has become his duty to obey the judgment of the foreign court, then the judgment of the foreign court is enforceable against him in this country. See *Schisse* v. *Westenholz*, L.R. 6 Q.B. 155." It should be noted the learned Lord Justice was there dealing with an ordinary judgment *in personam*. Mr. O'Connor, however, referred to two cases: *Wilkins* v. *Wilkins* (1896), P. 108, and *Woodland* v. *Woodland*, 44 T.L.R. 495, 69 Sol. J. 294, in which the doctrine of estoppel had been applied in matrimonial cases. Hill, J., in the course of the argument in *Woodland's Case*, *supra*, had referred to Art. 41 of "Stephen's Digest of the Law of Evidence"—"Every judgment is conclusive proof as against parties and privies of facts directly in issue of the case actually decided by the court and appearing from the judgment itself to be the ground upon which it is based, unless evidence was admitted in the action in which the judgment was delivered which is excluded in the action in which that judgment is intended to be proved." In *Wilkins* v. *Wilkins*, *supra*, the court had got over the difficulty by enlarging the time within which to move for a new trial of the cause, and in *Woodland* v. *Woodland*, *supra*, Hill, J., had suggested that the same course might be followed. In the present case it would, of course, not be possible for Mrs. Papadopoulos to adopt any such expedient, but even if she could, it would not in his (the learned magistrate's) opinion be necessary for her to do so because the facts of the present case brought her within the second part of Art. 41 of "Stephen's Digest of Evidence." In the Court of Nicosia evidence that there was no priest present at the ceremony in England was admitted, which was not and could not be admitted in the case before himself, in which the judgment of the foreign court was proved. He had therefore come to the conclusion that the doctrine of estoppel did not apply in the present case. With regard to Mr. O'Connor's further point that the complainant had not brought her proceedings within the time allowed under the Summary Jurisdiction Acts, the case of *Price* v. *Price*, 43 T.L.R. 609, 71 Sol. J. 432, was conclusively against that proposition. There remained one very important matter to be considered, whether in the particular circumstances of the case that court had jurisdiction to make the order which the complainant asked for. The jurisdiction did not depend upon the question of domicil, but was attached to the court of the place where the cause of action had arisen, i.e., the place where there had been a failure by the husband to maintain his wife. Mr. Papadopoulos had been for many years past and still was resident in England. The complainant returned to England in January, 1929, and it was not until 1st May that she had laid her information. She had been living in London for some three months, and the defendant had been residing in London for several years. In those circumstances that court would have *primâ facie* jurisdiction to make the order. It might perhaps be said that the wife had only come to England for the express purpose of taking proceedings against her husband and was therefore not entitled to the order as she had no *bonâ fide* residence in England. He (the learned magistrate) was not disposed to attach much weight to that view of the matter. It would be impossible for her to take any proceedings either in France or in Cyprus to make the defendant maintain her, and on the facts he did not think that he ought to hold that the cause of action had not arisen within the jurisdiction of the court. He therefore proposed to make an order that the defendant pay to the claimant the sum of 40s. each week, and there would be a further order to pay a sum of 25 guineas costs, The case was obviously one in which it was necessary for the complainant to have legal assistance.

Mr. Barry O'Brien, of *Messrs. Martin and Barry O'Brien* appeared for the complainant; *Mr. Martin O'Connor*, instructed by *William Gorringe & Co.*, appeared for the defendant.

Legal Parables.

XXXVIII.

The Over-scrupulous Advocate.

One of the first prosecutions Mr. Straightbody had to do was a bigamy. The accused young man had made a long statement in the court below, saying that he was an Irishman and that he had hardly thought himself married to his real wife, seeing that he was under age at the time and she had persuaded him to marry her without the consent of his parents.

Now, Mr. Straightbody took his work very seriously, and it was his habit in those days, although he thought he knew all about most offences, to look at a text-book before going into court. He did so on this occasion, and his mind was greatly stimulated by a statement to the effect that the marriage of a minor in Ireland without the consent of parents was void. Here was a complete answer to the charge which should be put forward on the unfortunate young man's behalf.

Mr. Straightbody spoke at once to Mr. Carre-Cagne, the prisoner's counsel, and indicated to him this defence. Mr. Carre-Cagne thanked Mr. Straightbody very politely and the case was called on.

Mr. Straightbody was surprised and a little chagrined to hear the prisoner plead guilty to the charge. He looked across at Mr. Carre-Cagne and raised his eyebrows, at which his learned friend slowly shook his head and smiled. Whereat Mr. Straightbody felt impelled, in outlining the facts to the judge, to call attention to the matter himself.

Mr. Justice Manifest, a very humane man, the most of whose life as an advocate had been spent in the Commercial Court, directed that the prisoner should withdraw his plea of guilty, and without much more the prisoner was acquitted.

Some hours later Mr. Straightbody, being in the library of his Inn, idly turned up the Irish statute which had provided so fortuitous a release for the accused young man that morning, and Mr. Straightbody was electrified to read that the statute only rendered void the marriages of females.

Moral: Always verify your references.

MIDLAND BANK LIMITED.

The directors of the Midland Bank Limited announce an interim dividend for the half-year ended 30th June last at the rate of 18 per cent. per annum, less income tax, payable on 15th July. The dividend for the corresponding period of 1928 was at the same rate.

BANQUET BY THE LORD MAYOR

TO HIS MAJESTY'S JUDGES.

THE annual banquet to His Majesty's Judges given by The Right Hon. The Lord Mayor, Sir Kynaston Studd (with whom was the Lady Mayoress) at the Mansion House, on Friday, the 5th inst., was a brilliant affair. The distinguished gathering included the Lord High Chancellor (The Right Hon. Baron Sankey of Moreton) and Miss Sankey, the Master of the Rolls (Lord Hanworth, K.B.E.) and the Lady Hanworth, Viscount Dunedin, G.C.V.O. and the Viscountess Dunedin, C.B.E., Lord and Lady Wrenbury, Lord and Lady Kinnaird, Lord and Lady Forteviot, Lord and Lady Warrington of Clyffe, Lord and Lady Atkin, Lord and Lady Thankerton, Lord Darling and The Hon. Diana Darling, Lord and Lady Tomlin, Lord Justice Lawrence and Lady Lawrence, Lord Justice Russell and The Hon. Mrs. Frank Russell, Lord Justice Scrutton and Lady Scrutton, Lord Justice Greer and Lady Greer, Lord Justice Slesser and Lady Slesser, Lord Merrivale (President of the Probate, Divorce and Admiralty Division), The Hon. Mrs. Atlay, Mr. Justice Bateson and Miss Bateson, Mr. Justice Clauson, C.B.E., and Lady Clauson, Mr. Justice Maugham and Lady Maugham, Mr. Justice Romer and The Hon. Lady Romer, Mr. Justice Acton and Lady Acton, Mr. Justice Swift and Lady Swift, Mr. Justice Luxmoor and Lady Luxmoor, Mr. Justice Eve and Lady Eve, Mr. Justice Avory (Treasurer of the Inner Temple), Mr. Justice Humphreys and Lady Humphreys, J.P., Sir Lewis Dibdin, D.C.L. (Judge of the Court of Arches), Sir Alfred Young (late Chief Justice of Fiji), Sir Sydney Nettleton (Chief Justice of Gibraltar), The Right Hon. Sir Lancelot Sanderson, K.C. (late Chief Justice of Calcutta), Sir Philip Street (Chief Justice of New South Wales) and Lady Street, Chief Justice Greenshilds (Montreal), Chief Justice Pickering (Zanzibar) and Mrs. Pickering, Sir Michael McDonnell (Chief Justice of Palestine) and Lady McDonnell, Sir Dawson Miller, K.C. (late Chief Justice of Patna) and Lady Miller, Sir Amberson Marten (Chief Justice of Bombay) and Lady Marten, Sir Charles Griffin (Chief Justice of Uganda) and Lady Griffin, Mr. Justice Sawrey-Cookson (Gambia), Mr. Justice Thorne (Straits Settlements), Mr. Justice Scholes (New South Wales), Mr. Justice Petrides (Nigeria) and Mrs. Petrides, Justice Sir H. C. Pratt (Rangoon) and Lady Pratt, Justice Sir W. W. Phillips (Madras) and Lady Phillips, Mr. Justice Noble (Leeward Islands), Mr. Justice Mirza A. A. Khan (Bombay) and Mrs. Mirza, Mr. Justice Ashworth (Allahabad), Mr. Justice Garvin (Ceylon) and Mrs. Garvin, Mr. Justice MacKenzie (Saskatchewan) and Mrs. MacKenzie, Judge W. Ameer Ali (Gondar) and Mrs. Ameer Ali, Mr. Justice Hodgins (Ontario) and Mrs. Hodgins, Mr. Justice Reed (New Zealand), Princess Lieven, The Recorder of London and Lady Wild, Sir H. F. Dickens, K.C. (Common Serjeant) and Lady Dickens, Sir William Jowitt, K.C., M.P. (Attorney-General) and Lady Jowitt, Sir J. B. Melville, K.C., M.P. (Solicitor-General) and Lady Melville, Judge Barnard Lailey, K.C., Judge Sir Alfred Tobin, K.C., Judge Shewell-Cooper, Sir Chartres Biron (Chief Metropolitan Police Magistrate), Mr. J. B. Sandbach, K.C. (Metropolitan Police Magistrate) and Mrs. Sandbach, Mr. J. H. Harris (Metropolitan Police Magistrate) and Mrs. Harris, Mr. K. F. Graham-Campbell (Metropolitan Police Magistrate) and Mrs. Graham-Campbell, Mr. E. C. P. Boyd (Metropolitan Police Magistrate) and Mrs. Boyd, Mr. Kenneth Marshall, C.B.E. (Metropolitan Police Magistrate) and Mrs. Marshall, Mr. W. J. H. Brodrick (Metropolitan Police Magistrate) and Mrs. Brodrick, Mr. M. P. Griffith Jones (Metropolitan Police Magistrate) and Mrs. Griffith Jones, Mr. Hay Halkett (Metropolitan Police Magistrate) and Mrs. Hay-Halkett, Sir Edward Clarke, K.C., and Lady Clarke, Sir Leslie Scott, K.C., M.P., Sir W. B. Clode, K.C. (President of Railway Rates Tribunal), Mr. Norman Birkett, K.C., M.P., and Mrs. Birkett, Mr. Cecil Whiteley, K.C., and Mrs. Whiteley, Mr. Cotes-Preedy, K.C., Mr. J. Arthur Barratt, K.C., Sir Boyd Merriman, K.C., M.P. and Lady Merriman, Sir Ellis Hume-Williams, K.B.E., K.C. (Treasurer of the Middle Temple), Mr. H. P. Macmillan, K.C. and Mrs. Macmillan, Sir G. M. Bonner (King's Remembrancer), Mr. J. D. Cassels, K.C., M.P. and Mrs. Cassels, Sir Claud Schuster, G.C.B., C.V.D., K.C., and Lady Schuster, Sir Thomas Hughes, K.C. (Chairman of the General Council of the Bar; Treasurer of Lincoln's Inn) and Lady Hughes, Sir Henry Curtis-Bennett, K.C., Sir Patrick Hastings, K.C. and Lady Hastings, Mr. Cecil Whiteley, K.C., and Mrs. Whiteley, Sir John Risley, K.C.M.G., K.C., C.B. (Colonial Office) and Lady Risley, Sir Henry Kimber, Bart., Col. and Alderman Sir Vansittart Bowater, Bart., M.P. and Lady Bowater, Alderman and Sheriff Sir William Waterlow, K.B.E. and Lady Waterlow, Alderman Sir George Truscott, Bart., Alderman and Col. Sir Charles Wakefield, Bart., C.B.E. and Lady Wakefield, Alderman Lord Ebbisham, G.B.E. and Lady Ebbisham, Alderman Sir William Pryke, Bart., Col. and Alderman Sir Alfred Bower, Bart. and Lady Bower, Mr. Alderman Collett and Mrs. Collett, Mr. Alderman Gunton, F.R.I.B.A., Mr. Alderman W. P. Neal (Sheriff Elect) and Mrs. Neal, Mr. Alderman Greenaway and Mrs. Greenaway, Alderman Sir William Baddeley, Bart. and Lady Baddeley, Alderman Sir Stephen Killik, Sir William Soulsby, K.C.V.O. (Private Secretary to the Lord Mayor), Mr. J. B. Aspinall (Remembrancer) and Mrs Aspinall, Sir William J. M. Burton, Sir Guy Stephenson, C.B., and Lady Stephenson, Mr. Holford Knight, M.P., and Mrs. Knight, Mr. and Mrs. Perceval Clarke, Mr. W. H. Foster (President of The Law Society) and Mrs. Foster, Sir Robert Welsford (immediate past President of The Law Society) and Lady Welsford, Mr. William Harding, O.B.E., Mr. A. F. J. Pickford, B.A. (City Solicitor) and Mrs. Pickford, Mr. E. J. Stannard (Master of the City of London Solicitors' Company), Mr. W. W. Nops, LL.B. (Clerk of the Central Criminal Court) and Mrs. Nops, Mr. Wilfred Dell (Registrar of the Mayor's and City of London Court), Mr. E. A. Cook (Secretary of The Law Society) and Mrs. Cook, Sir Charles Neish, K.B.E., C.B. (Registrar of the Privy Council) and Lady Neish, Sir Harold Downer, LL.B., Col. Sir William R. Smith, M.D., J.P. and Lady Smith, Mr. Leonard S. M. Wells.

The LORD MAYOR proposed the health of the Lord Chancellor, reminding his hearers of the fact that his lordship had formerly taken considerable interest in municipal affairs and that he had been a member of the London County Council. On behalf of all those present he accorded to the Lord Chancellor a hearty welcome on that his first appearance there in that distinguished capacity.

They remembered him during the fourteen years in which he was a judge of the King's Bench of the High Court, and they were gratified when, last year, he was promoted to be a Lord Justice of Appeal. As everyone knew, Lord Sankey had acted as Chairman of the Coal Industry Commission, appointed ten years ago, which made some highly interesting recommendations and suggestions upon that important subject. It was a great satisfaction to them all when it was announced that the government had invited him to be Lord Chancellor, and he had entered upon his high office with the good wishes of the entire community, who knew that he would fill it with efficiency and distinction. (Applause.)

The LORD CHANCELLOR, in responding, said that the old reproach of the law's delays could no longer be laid to the charge of the judges, for all the divisions of the court were well abreast their work. There were no arrears. Indeed, the lists in the Court of Appeal were almost too forward, and barely four weeks now elapsed between a hearing at the court of first instance and a re-hearing up above. The circuits were in the same happy position, and, although it was not always possible to prevent some loss of judicial time, great care should be taken not without reason to make any change in a system which had lasted so long and entered so successfully into the life and customs of our people. He would like also to mention the great work which was done by the county court judges throughout England and Wales. The cases which had been entrusted to them, and were being more and more entrusted to them, were among the most important, and probably came nearer to the life and the homes of the great majority of our fellow countrymen, than even those which were tried in the High Court of Justice. He welcomed that his first opportunity of pointing out and paying a tribute to the great services rendered to the cause of justice by his brethren of the County Court Bench. A great deal had been heard lately of the cost of litigation, but something was to be said for not making law too cheap so as to prevent persons rushing to court on the slightest provocation.

To some extent the expense of litigation was caused by litigants themselves, who, quite rightly, liked to have their cases properly presented; but those who employed fashionable advocates must be content to pay fashionable prices. It was not a bad thing that the fear of costs should deter vexatious litigation. He said without fear of contradiction that, from the most highly-placed solicitor in the City of London or Lincoln's Inn to the most humble one who practised in some small provincial town, the majority endeavoured to settle many more cases than they fought. In speaking on that subject one could not forget the vast amount of work done gratuitously by both branches of the profession in poor

persons cases. Under the new rules the work in this connexion was decentralised, and over eighty committees, appointed by The Law Society in London and the provincial law societies, and approved by the Lord Chancellor, had been set up. They inquired into the merits of cases, and, if satisfied, granted the applicant a certificate enabling him to proceed as a poor person. Solicitors and counsel of the very highest standing were enrolled on a voluntary rota to conduct the cases, and neither received any remuneration for their work. It would appear that the problem of the poor persons' lawyer in the High Court and the Court of Appeal was in the way of being satisfactorily settled by the devoted and self-denying efforts of the solicitor branch of the profession. All honour to them. During last year poor person litigants in London alone received on judgment or by way of settlement over £10,000. The training of lawyers for both branches of the profession was a matter which could not fail to excite the zeal of those entrusted with the administration of justice. It was the duty of one generation to see that its successor was properly supplied with a suitable number of skilled and honourable advocates, and the problem of legal education was one which should engage the attention of all those who felt some responsibility for the future. This duty is discharged by the professors at our Universities, by the Council of Legal Education, and by the Law Society, by the members of both branches of the profession who took young men to read with them, and, might he add, by His Majesty's judges, who were always ready to encourage the young advocate struggling with his first briefs. They did not forget the dreadful occasions when they were in a similar position. The rule of law was the condition of liberty. Amid the cross currents and shifting sands of public life the law was like a great rock on which a man might set his feet and be safe, while the inevitable inequalities of private life were not so dangerous in a country where every citizen knew that in the law courts, at any rate, he would get justice. Let the ambition of the lawyer be to serve the state and protect the rights of his fellow men. In a great industrial and commercial community like our own the fulfilment of contracts and certainty and despatch in the administration of the law were, as it were, part of our life blood. One of the most ancient codes teaches us to commend the man who sweats unto his neighbour and disappointeth him not though it be to his own hindrance. His Majesty's judges were charged with the administration of the law, but there were two matters relating to such administration which in recent years had caused some anxiety not only in the public mind but among trained lawyers. The first was what had been described as a growing tendency to transfer decisions on points of law or fact from the Law Courts to the Minister of some government department. The second was the general position of the subject when engaged in a dispute with the Crown, or an individual when engaged in a dispute with a department of state. That was neither the time nor the place at which he should pronounce any definite view on either of these points, but he thought that there was a general agreement both within and without the profession that these matters required further careful investigation. And it would be a source of satisfaction to him if it were found possible, while he held office, to initiate and complete such an investigation, and to allay the anxiety which no doubt prevailed in the public mind with regard to them.

Another matter to which public attention should be called was the authority conferred upon a minister to implement Acts of Parliament by regulation. This was not a modern practice, but one the increase of which in recent years should not be lost sight of. In the administration of justice judges were assisted by two necessary and powerful allies—the Bar and the Press. So long as we continued—please God, to have a fearless judiciary, a vigilant Bar, and a pure and responsible Press, so long would justice be administered properly and to the general satisfaction. In an empire such as ours, comprising men of all sorts and conditions of varying creeds and various races, in different stages of development, the proper administration of the law, whether here at the heart, or in some remote outpost of our civilisation is of supreme and vital importance. British love of justice, British respect for order, British desire for peace—that was the goal upon which he would have us set our eyes—those were the Delectable Mountains whose heights it was worth while to capture that achieved, the memory of our empire would endure when its triumphs had become an empty name. (Loud applause.)

The Lord Mayor then submitted the toast of "His Majesty's Judges." He said that the City of London, and, in fact, the Empire at large, rightly attached supreme importance to the pure and efficient administration of the law, and accords complete reliance upon those by whom that administration was effected. That confidence arises from the fact that the law was administered without fear or favour, and with the strictest impartiality. No outside influence and certainly no suspicion of political bias or other favouritism had ever deflected the judiciary from the high and conscientious discharge of the all-important duties of their position. It was that which always made them welcome guests on occasions like that, when out of gratitude for and in recognition of their services their fellow citizens render them homage and approval. It was a great compliment to him personally that that night an unusually large number of judges were present. They came not only from the judicial tribunals of the mother country but from all parts of the Empire. A glance at the list of guests shows that we have the presence of Chief Justices and Judges from India, Canada, Australia, New Zealand, and other places beyond the seas. It was a great gratification to him to have them here on such an important occasion. They had also with them the Premier of New South Wales, a distinguished member of the Bar. He regretted however that the Lord Chief Justice of England was unable to be with them owing to a long standing engagement which he was quite unable to vary. He had sent a message which showed that though he was not there in person, he was taking the keenest interest in that assembly. In his absence he would couple with that toast the name of the Master of the Rolls, Lord Hanworth, who fittingly occupied that high office, and belonged to a distinguished legal family which had contributed many members to the judicial bench of the country. He was *persona grata* in the City, for the additional reason that he is a leading member of one of the great guilds, having twice held the high position of Master of the Grocers' Company.

The Master of the Rolls (Lord Hanworth) returned thanks, speaking of the long line of great men who had filled the office of judge. When they looked around, he said, on that great gathering which comprised many judges from various parts of the empire, they felt what a great influence the lawyer exercised in every sphere.

Lord Merrivale submitted the toast of "The Profession of the Law."

The Attorney-General, in responding, observed that the legal profession was divided into three branches, the bench, the bar, and the solicitors, and for some reason for which he had never been quite clear, the latter were almost invariably described on occasions such as the present as the lower branch of the profession. Why such a metaphor should be so commonly used he confessed he did not know. He supposed the lower branches sprang from nearer the root and that that might conceivably be the reason. The law in general, and barristers in particular, had not always received that unstinted measure of public approval and confidence to which they were entitled. It had been said that the Bar was a trade union, but in their proper sphere he thought that trade unions were most admirable institutions so long as they remembered that the public well-being and the national service must stand far above any sectional interest. It was, to his mind, very satisfactory, that all ranks of the Bar, from the most eminent to the beginners, had given ungrudgingly of time and service to the cause of poor persons. He thought the time had come when those who, like himself, had considerable patronage in the way of nomination, might well consider whether other things being equal and in suitable cases, they should not regard those who were willing to give time and service to this kind of litigation, as having a prior claim to nominations in other directions.

Mr. W. H. Foster (President of The Law Society), responding for the solicitor branch of the profession, said that the council had it very dear to their hearts as solicitors to carry on the procedure under the poor persons rules to a successful issue. He spoke of the purchase by The Law Society of additional premises in Carey-street as some indication that ultimately they would have a perfect law school.

Lord Darling proposed "The Aldermen and Sheriffs," to which

Alderman Sir George Truscott and Mr. Sheriff Coxen responded.

Sir Edward Clarke, K.C., proposed "The health of the Lord Mayor and Lady Mayoress," remarking with satisfaction that for many centuries commercial men had been ready to come forward who were found worthy to carry out the great traditions of the city.

The Lord Mayor returned thanks.

MALAYAN STAMP DUTIES.

A Bill has recently been introduced into the Straits Settlements Legislative Council which has for its object the re-enactment, with amendments, of those portions of the Stamps Ordinance which relate to stamp duties. In very few cases, however, are the stamp duties altered, though in other respects amendments are made to bring the law of the colony closer to that of England.

The Law Society.

ANNUAL GENERAL MEETING.

The annual general meeting of The Law Society was held on Friday, the 5th inst., under the chairmanship of Sir Robert Welsford, M.A., LL.B. (President). Those present included Mr. Walter Henry Foster, LL.M. (Vice-President), Mr. Armstrong (Leeds), Mr. C. E. Barry (Bristol), Mr. T. H. Bischoff, M.A., Mr. H. R. Blaker (Henley-on-Thames), Sir W. J. Bull, Bart., P.C., M.P., Mr. A. H. Coley, LL.D. (Birmingham), Sir Robert W. Dibdin, Mr. B. H. Drake, C.B.E., Mr. William W. Gibson, B.A., LL.M. (Newcastle-on-Tyne), Sir J. Roger B. Gregory, Mr. Dennis H. Herbert, M.A., M.P., Mr. R. F. W. Holme, B.A., Mr. A. M. Ingledew (Cardiff), Mr. W. B. Jessop (Bedford), Mr. Charles Mackintosh, LL.D., Mr. P. H. Martineau, B.A., Mr. Charles Gibbons May, Lieut.-Col. S. T. Maynard, T.D. (Brighton), Mr. A. C. Morgan, M.A., Mr. W. E. Mortimer, M.A., Mr. F. A. Padmore (Manchester), Sir A. Copson Peake, LL.D. (Leeds), Mr. R. A. Pinsent, M.A., LL.D. (Birmingham), Sir R. W. E. Lane Poole, B.A., Mr. G. Stanley Pott, B.A., Sir Harry G. Pritchard, Mr. Samuel Saw (Greenwich), Mr. H. H. Scott, LL.B. (Gloucester), Col. W. Mackenzie Smith, D.S.O., T.D. (Sheffield), and Mr. W. M. Woodhouse (members of the Council), Mr. E. R. Cook (Secretary), and Mr. H. E. Jones (Assistant Secretary).

THE PRESIDENT, in moving the adoption of the annual report of the Council, said that it recorded a large number of matters which had come under their notice during the year of his presidency, which year, he was sorry to say, terminated that day. There might have been times in the history of the Society when suggestions were made that the Council were not as active in watching the interests of the profession as they might have been. Whether there had ever been any real justification for these suggestions was not for him to say. We did not hear or read much of such suggestions to-day, and he thought he was entitled at the end of what, to him, had appeared a very strenuous year, to offer his testimony to the hard work and constant watchfulness which were devoted by his colleagues on the Council to the many and varied interests of the profession. The annual report could, in the nature of things, record only the main heads of these activities. The minor heads were too numerous to mention. They consisted of all kinds of practical professional difficulties, which were sent in increasing numbers for the decision of the Council. As the members of the Society numbered over 10,000 and the flow of problems was increasing, he thought that there was evidence of the desire of the Council to be of practical assistance to the members. The Law Society resembled a well-run commercial house in that the more promptly and efficiently it attended to its business the more business it got to do. If one of the members wrote to the Society for information and assistance and found that he (or she) received a helpful reply, the result was inevitably that he recommended his friends to do the same. That this was what had been going on was shown by the constantly-increasing bulk of the Society's correspondence and the many letters of thanks that were included. It was true that the work of the Society benefited also those who did not support it by their membership; also that the larger the proportion of members to non-members the more difficult it became to increase that proportion. His own convinced opinion, personally, however, was that, even if it were possible, which he gravely doubted, to secure legislation to compel every solicitor to become a member of the Society, it would be a mistake to promote such legislation. The influence of the Society was due largely, if not entirely, to the fact that its members joined it voluntarily.

The report was unanimously adopted.

SOCIETY'S ACCOUNTS.

The PRESIDENT moved the adoption of the Society's accounts. He said that he could not express how much the Society felt the loss—temporarily, he hoped—of Mr. L. W. North Hickley, the chairman of the finance committee, who was prevented from being present by illness. He thanked Mr. A. C. Morgan for the way in which he had stepped into the breach and carried on the work as he had done. He moved the adoption of the accounts.

Mr. MORGAN seconded the motion. He said that in a sense 1928 might be regarded as an exceptional year so far as what was called "The Society's Account" was concerned. For it was a year in which one of those periodical and essential items of expenditure on the upkeep and maintenance of the Society's buildings had to be faced. The new electrical installation—a costly affair because of the way in which the previous installation had been made—the new lift, and the cleaning down of the outside of the building were items which would not normally recur for many years. This exceptionable, but necessary, expenditure on renewals, which amounted to no less than £8,140 odd, and the fact that, these things being but renewals, the council had, nevertheless, charged the usual £3,000 to depreciation account, went far to show why the Society's account had a balance of £4,790 on the wrong side. It would be realised that this Society's account—which would be kept quite distinct from any account on the educational side of the Society's work—was in reality an income account. That being so, it was not, he suggested, really surprising that when such an account was debited in one year in this way with £11,000 odd the balance should be on the wrong side. On the bright side "sundry creditors" showed an increase over the similar item for 1927 of some £20,000, but this was attributable to outstanding accounts of the builder in connection with the renewals to the buildings to which he would refer later. On the assets side "sundry debtors" showed a decrease of some £600, and this was accounted for by the rates usually paid in December being held over until January. The securities stood at or under the market selling price on the 31st December, 1928. There was, he ventured to think, no occasion whatever for concern. The account was a perfectly healthy one, and would soon right itself; while he was convinced that all those who advised him to charge the whole of that £8,000 odd on renewals against income took the long and the correct view. As to the £3,000 for depreciation, the members had in former years rightly called for the continuation of the practice of charging that account annually with that sum, and that insistence seemed to him wholly warranted. There was no doubt, for instance, that the Society's buildings were by no means everybody's buildings. He was not, of course, referring in that to their site. He suggested, therefore, that though the Society's account was at the first glance disappointing, a second glance showed the first impression to be clearly wrong. Apart from the points to which he had referred, the income of the Society's account was some £700 greater than last year, while on the expenditure side there was (again apart from the particular points) a considerable increase under the head of "law and parliamentary expenses," which included the expenses of the discipline committee, towards which in 1929 an increased grant would be forthcoming from the Treasury. As regards the articled clerks' account, that was in a flourishing condition. The income had increased by about £2,000 since 1927, and the expenditure by about £1,000, and there was the substantial balance of £6,900 odd on the right side of the account. He was glad that that was so, for he had no doubt that this account would in the near future have to meet a considerable increase in expenditure. Nothing was more noticeable than the immense growth since 1922 in the educational side of the Society's work in the broadest sense and in the demand for accommodation of one sort and another for that work. There would be no doubt increased expenditure as the educational side was developed adequately to meet this new growth, and there would no doubt be increased expenditure (in the cost of the accommodation and service referred to) properly apportionable to this account. While this account was then flourishing he did not think it was unduly flourishing. The income from the New Inn and Clifford's Inn accounts had been allocated in the usual way, and as usual the balances on the London law school account and the country law school account had been found from the examination account. The usual apportionment also between the country law school account and the London law school account had been made of the income received under the Solicitors Act, 1922. He did not think he need trouble the meeting with details in the poor persons' accounts and the sixteen separate and distinct prize accounts. But the mere enumeration of these accounts showed how extensive was the financial side of the Society's activities. It wanted little or no imagination to picture the detail summarised, for instance, under the poor persons' account. Before he sat down he wished to congratulate Mr. Cook on this being his fifteenth birthday as secretary of the Society. As a matter of fact, Mr. Cook had been 22 years in the Society's service. He could speak unhesitatingly of the charm with which his duties were carried through, and the extraordinary way in which he performed them. He kept everybody straight. (Loud applause.)

The motion was unanimously adopted.

PRESIDENT AND VICE-PRESIDENT.

The following were elected President and Vice-President for the year ensuing:—As President, Mr. Walter Henry Foster; Vice-President, Sir John Roger Burrow Gregory, both of London.

AUDITORS.

The following were elected Auditors of the Society's accounts—Mr. John Stephens Chappelow, F.C.A., Mr. George Grinling Harris, and Mr. Bertie Trayton Kenward.

VACANCIES ON COUNCIL.

There were fifteen candidates for the ten vacancies caused by retirement under the bye-laws, and three by the resignations of

Sir Cecil Coward and Mr. T. Musgrave Francis, and by the death of Colonel A. F. Maclure. The following were the candidates for the vacancies:—Mr. Henry Thomas Alexander Dashwood, *Mr. Hugh Matheson Foster (Aldershot), *Mr. Douglas Thornbury Garrett, *Mr. Arthur Murray Ingledew (Cardiff), Mr. Philip Raynsford Longmore (Hertford), *Mr. Philip Hubert Martineau, *Mr. Arthur Croke Morgan, *Sir Charles Henry Morton, J.P. (Liverpool), Mr. William Radcliffe Philpot, *Sir Harry Goring Pritchard, *Mr. Samuel Saw (Greenwich), *Mr. Herbert Harger Scott (Gloucester), Mr. Harry Derwent Simpson (Manchester), Mr. Harold Nevil Smart, C.M.G., O.B.E., and *Mr. Francis Edward James Smith.

*Those marked with an asterisk are retiring members of the Council.

The President said that, as the number of candidates exceeded the vacancies, an election by ballot would be necessary, and he therefore appointed Thursday, the 18th inst., for a general meeting to receive the scrutineers' report. The following were appointed scrutineers: Mr. Guilford E. Lewis, Mr. Gilbert S. Macquoid, Mr. Harvey Forshaw Plant, Mr. Wilfred Charles Rundle, and Mr. Barry O'Brien

THE NEW PRESIDENT.

Mr. Walter Henry Foster, the newly-elected President, was born 19th November, 1862. He is the son of Mr. Thomas Barham Foster, M.I.C.E., of Manchester. He was educated at Haileybury and at Trinity College Cambridge, where he took the degree of LL.M. He was articled in July, 1884, to Mr. George Burrow Gregory, of the firm of Gregory, Rowcliffe, Rawle & Johnstone, of Bedford-row, and was admitted July, 1887. Since 1894 he has been principal of the firm of Milles, Jennings, White & Foster, of Little College-street, Westminster, solicitors to the Ecclesiastical Commissioners. He has been a member of the Council since 1910, and has served on the following committees: Discipline, Finance and General Purposes, Land Transfer, Parliamentary, Scale and Costs, and Solicitors' Remuneration. He was Vice-President of the Council in 1897-8. He is a director of the British Law Insurance Company, West End Board.

In Parliament.

House of Lords.

POOR LAW BILL [H.L.]

A Bill to consolidate the enactments relating to the relief of the poor in England. Read a first time and ordered to be printed. 1st July, 1929.

House of Commons.

Questions to Ministers.

SAFEGUARDING AND McKENNA DUTIES.

Mr. HORE-BELISHA asked the Chancellor of the Exchequer whether it is the intention of the Government to take immediate steps to abolish the Safeguarding and McKenna Duties?

Mr. SNOWDEN: I would refer the hon. and gallant Member to the statement which the Prime Minister made on this subject in the course of his speech last Tuesday. No further announcement on the question could be made before the Budget was introduced. 3rd July.

AGRICULTURAL CREDITS (SCOTLAND).

Sir HARRY HOPE asked the Secretary of State for Scotland whether, in view of the progress made in granting loans through the Agricultural Mortgage Bank in England, any loans have been made in Scotland under the Agricultural Credits Act, 1928; and, if not, why is Scottish agriculture not getting similar treatment?

Mr. ADAMSON: The Act to which the hon. Member refers does not apply to Scotland. A similar Act applying to Scotland was passed in the last Session of the late Parliament, but the Government of that day were unable to set up the loan company contemplated by the Act owing to a failure to obtain the necessary co-operation of the Scotish banks. I am considering how the situation may be met. 3rd July.

RUSSIA (DIPLOMATIC RELATIONS).

Mr. THURTLE asked the Secretary of State for Foreign Affairs the nature of the undertaking given to the Dominion Governments relative to the question of the resumption of diplomatic relations with Russia?

Mr. HENDERSON: I fear that I cannot say more at present than that we are in communication with the Dominions. I am not yet in a position to make a statement, but I hope to do so at an early date. 3rd July.

RAILWAY LEVEL CROSSINGS.

Mr. FREEMAN asked the Lord Privy Seal whether in view of the number of level crossings on each of the different groups of railways, the large growth of traffic in recent years, and the serious danger of life that these crossings cause, and to assist in solving the unemployment problem, he will consider pressure for the erection of bridges in their place; and, to avoid long delays pending negotiations between the different interests involved, whether he will consider the possibility of leaving the allocation of the respective costs of erection to the different interests to be settled in due course or, if necessary, by arbitration.

Mr. HERBERT MORRISON: I have been asked to reply. I am prepared to consider applications for financial assistance towards well-considered schemes for the erection of bridges at level crossings. Many such schemes have received grants from the road fund in recent years, and further proposals are now before me. There are at present no powers for the settlement of differences as to the allocation of costs by arbitration. 8th July.

DEATH DUTIES.

Mr. HURD asked the Chancellor of the Exchequer whether his attention has been called to the offer of a Scottish Peer to surrender part of his estate in payment of death duties; and what action he proposes to take in the matter?

Mr. SNOWDEN: My attention has been drawn to a suggestion made by a Scottish Peer that the Government should accept land in payment of death duties. As the hon. Member is aware, statutory provisions dealing with this subject are contained in s. 56 of the Finance (1909-10) Act, 1910; and I will consider whether it might be desirable, in the public interest, to make an extension of the present facilities for paying death duties by this method. 8th July.

LONDON SQUARES AND ENCLOSURES (PRESERVATION).

Mr. SCURR asked the Prime Minister whether it is the intention of His Majesty's Government to introduce legislation with a view to the preservation of London squares and enclosures for the public?

Mr. GREENWOOD: I have been asked to reply. I am not in a position at present to make a definite statement, but the matter is receiving consideration. 8th July.

UNCLASSIFIED ROADS (GRANTS).

Mr. EVERARD asked the Minister of Transport whether, in view of the heavy burden borne by the ratepayers in rural districts for the upkeep of unclassified roads, he will make any increased grants or increase the number of miles of unclassified roads at present scheduled for grants?

Mr. HERBERT MORRISON: All unclassified roads in rural districts which have any traffic value have already been scheduled and grants from the road fund at the rate of 25 per cent. are made towards the cost of maintenance. As from the 1st April next these grants will be merged in the General Exchequer contribution to be made to county councils in accordance with the provisions of the Local Government Act, 1929. 9th July.

JUSTICES OF THE PEACE (LICENSED VICTUALLERS).

Mr. EDE asked the Attorney-General if a copy of the letter, dated 24th November, 1926, from the Secretary of Commissions to the secretary of the Licensed Victuallers' Defence League has been circulated to the advisory committees; how many licensed victuallers have been appointed to the commission of the peace since that date; and is the policy set out in that letter still operative?

The ATTORNEY-GENERAL: The letter referred to in the hon. Member's question has not been circulated to advisory committees. A copy of the Report of the Royal Commission on the Selection of Justices of the Peace is supplied to all members of advisory committees when they are appointed, and their attention is drawn to the recommendations contained in the Report. The Report referred to the question of the appointment of licence-holders, and recommended that the number of such appointments should be left within the discretion of the Lord Chancellor. The policy laid down in the letter is that recommended by the Royal Commission, and it is still followed by the Lord Chancellor. No special list is kept classifying persons appointed to the Bench according to their occupations. 9th July.

Legal Notes and News.

Honours and Appointments.

The King has been pleased to approve the appointment of Mr. MERVYN LAWRENCE TEW, barrister-at-law (Puisne Judge of the Supreme Court of Nigeria), to be the Chief Justice of Sierra Leone in succession to Sir Gilbert Purcell, who retires in October. Mr. Tew was called by Lincoln's Inn in 1913.

Mr. W. L. PLATTS, solicitor (Clerk to the Cornwall County Council), has been appointed Clerk of the Peace and Clerk of the Kent County Council. Mr. Platts was admitted in 1908.

Mr. GEORGE C. CLARENCE, LL.B. (Cantab.), solicitor, of the firm of Messrs. Johnson & Clarence, solicitors, Market-place, Midhurst, has been appointed Clerk to the Justices of the Midhurst Division of Surrey. Mr. Clarence was admitted in 1895.

Mr. VINCENT H. SYKES, M.A., LL.B. (Cantab.), solicitor (a member of the firm of Messrs. Hunnybun & Sons, solicitors, Huntingdon and Thrapston), has been appointed Clerk to the Justices of the Thrapston Division of Northants. Mr. Sykes, who was admitted in 1924, also holds the appointment of Clerk to the Justices of the Leightonstone Division.

The Sheriffs Elect of the City of London have appointed as their Under Sheriffs, Mr. HARRY W. CAPPER, solicitor, of the firm of Messrs. Baylis, Pearce & Co., Bank Chambers, 116 Fore-street, E.C.2, and Mr. W. H. CHAMPNESS, D.L., solicitor, of the firm of Messrs. Champness, Dale & Stretton, 36 Furnival-street, Holborn, E.C.4. Mr. Capper was admitted in 1891, and Mr. Champness in 1903.

The Secretary of State for Scotland has made the following appointments :—

Mr. JAMES AUSTIN, M.A., LL.B., to be Clerk of the Peace for the County of the City of Glasgow and for the Lower Ward of the Shire of Lanark in place of the late Sir Thomas Fleming Wilson. Mr. Austin was admitted in 1904.

Mr. JOHN EVERARD RAE, M.A., Advocate, to be Clerk of the Peace for the County of the City of Aberdeen in place of the late Mr. Alfred William Edwards. Mr. Rae was admitted in 1896.

Mr. A. ARTHUR HUDSON, K.C., has been elected a Vice-President of the Incorporated Association of Architects and Surveyors. Mr. Hudson was called to the Bar in 1885 and took silk in 1910.

Professional Partnerships Dissolved.

RICHARD WILLIAM BARBER, ARTHUR THOMAS ELLIS, FREDERICK ARTHUR STONE and WILLIAM GORDON HILL, solicitors, Broad-street House, Old Broad-street (Swepstone, Stone, Barber and Ellis), by mutual consent as and from 30th June. R. W. Barber, A. T. Ellis, and F. A. Stone will continue to carry on the said business under the same firm name at the same address.

JOHN ALFRED DONNISON and JOSEPH WILLIAM EDWARD MOORES, notaries, 8, Whittington-avenue (Donnison & Son), has been dissolved as from 25th April, so far as concerns the said Joseph William Edward Moores, who retires from the said firm.

Court Papers.

Supreme Court of Judicature.

	ROTA OF REGISTRARS IN ATTENDANCE ON			
DATE	EMERGENCY ROTA.	APPEAL COURT NO. 1.	MR. JUSTICE EVE.	MR. JUSTICE ROMER.
M'nd'y July 15	Mr. Hicks Beach	Mr. Ritchie	Mr.*Hicks Beach	Mr. Andrews
Tuesday .. 16	Blaker	Andrews	Andrews	*More
Wednesday 17	More	Jolly	*More	*Hicks Beach
Thursday . 18	Ritchie	Hicks Beach	Hicks Beach	*Andrews
Friday 19	Andrews	Blaker	*Andrews	More
Saturday .. 20	Jolly	More	More	Hicks Beach
DATE	MR. JUSTICE MAUGHAM.	MR. JUSTICE ASTBURY.	MR. JUSTICE CLAUSON	MR. JUSTICE LUXMOORE.
M'nd'y July 15	Mr. More	Mr. Ritchie	Mr. Jolly	Mr. Blaker
Tuesday .. 16	Hicks Beach	*Blaker	Ritchie	*Jolly
Wednesday 17	Andrews	Jolly	Blaker	*Ritchie
Thursday . 18	More	*Ritchie	Jolly	*Blaker
Friday 19	Hicks Beach	Blaker	Ritchie	*Jolly
Saturday .. 20	Andrews	Jolly	Blaker	Ritchie

*The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.

VALUATIONS FOR INSURANCE. It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac, a speciality.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (7th February, 1929) 5½%. Next London Stock Exchange Settlement Thursday, 25th July, 1929.

	MIDDLE PRICE 10th July	INTEREST YIELD.			YIELD WITH REDEMPTION.		
		£	s.	d.	£	s.	d.
English Government Securities.							
Consols 4% 1957 or after	83¼xd	4	16	1	—		
Consols 2½%	54⅝	4	11	4	—		
War Loan 5% 1929-47	101¼	4	18	9	—		
War Loan 4½% 1925-45	94½	4	15	3	5	0	0
War Loan 4% (Tax-free) 1922-42	100¼	3	19	10	4	0	0
Funding 4% Loan 1960-1990	87	4	12	0	4	13	6
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years	92	4	7	0	4	10	0
Conversion 4½% Loan 1940-44	94¾	4	15	0	5	0	0
Conversion 3½% Loan 1961	76	4	12	1	—		
Local Loans 3% Stock 1912 or after	62	4	16	9	—		
Bank Stock	249	4	16	3	—		
India 4½% 1950-55	87⅞	5	2	7	5	9	0
India 3½%	66	5	6	1	—		
India 3%	57	5	5	3	—		
Sudan 4½% 1939-73	92xd	4	17	10	4	16	6
Sudan 4% 1974	85	4	14	0	4	16	0
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 15 years)	82	3	13	2	4	4	0
Colonial Securities.							
Canada 3% 1938	84xd	3	11	5	4	19	0
Cape of Good Hope 4% 1916-36	93	4	6	0	5	4	0
Cape of Good Hope 3½% 1929-49	80	4	7	6	5	2	0
Commonwealth of Australia 5% 1945-75	96	5	4	2	5	4	8
Gold Coast 4½% 1956	95	4	14	9	4	14	0
Jamaica 4½% 1941-71	94	4	15	6	4	16	6
Natal 4% 1937	92	4	7	0	5	5	0
New South Wales 4½% 1935-45	90	5	5	0	5	5	0
New South Wales 5% 1945-65	96	5	4	2	5	3	6
New Zealand 4½% 1945	96	4	13	3	4	17	6
New Zealand 5% 1946	102	4	18	0	4	12	0
Queensland 5% 1940-60	96	5	4	2	5	4	0
South Africa 5% 1945-75	101	4	19	0	4	17	0
South Australia 5% 1945-75	96	5	4	2	5	1	0
Tasmania 5% 1945-75	96xd	5	4	2	5	1	0
Victoria 5% 1945-75	97	5	3	1	5	1	0
West Australia 5% 1945-75	96xd	5	4	2	5	1	0
Corporation Stocks.							
Birmingham 3% on or after 1947 or at option of Corporation	62	4	16	9	—		
Birmingham 5% 1946-56	102	4	18	0	4	16	0
Cardiff 5% 1945-65	101	4	19	0	4	19	0
Croydon 3% 1940-60	69	4	6	11	4	18	6
Hull 3½% 1925-55	76xd	4	12	1	5	0	0
Liverpool 3½% Redeemable by agreement with holders or by purchase	72	4	12	9	—		
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	53	4	14	0	—		
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	62½	4	16	0	—		
Manchester 3% on or after 1941	62xd	4	16	9	—		
Metropolitan Water Board 3% 'A' M1963-2003	63	4	15	0	—		
Cetropolitan Water Board 3% 'B' 1934-2003	63	4	15	0	—		
Middlesex C. C. 3½% 1927-47	81xd	4	6	5	4	18	6
Newcastle 3½% Irredeemable	72	4	17	3	—		
Nottingham 3% Irredeemable	62	4	16	9	—		
Stockton 5% 1946-66	100xd	5	0	0	5	0	0
Wolverhampton 5% 1946-56	101	4	19	0	4	17	0
English Railway Prior Charges.							
Gt. Western Rly. 4% Debenture	80	5	5	0	—		
Gt. Western Rly. 5% Rent Charge	98	5	2	0	—		
Gt. Western Rly. 5% Preference	91	5	9	3	—		
L. & N. E. Rly. 4% Debenture	74⅛	5	7	5	—		
L. & N. E. Rly. 4% 1st Guaranteed	70	5	14	4	—		
L. & N. E. Rly. 4% 1st Preference	63	6	7	0	—		
L. Mid. & Scot. Rly. 4% Debenture	76⅛	5	4	7	—		
L. Mid. & Scot. Rly. 4% Guaranteed	76	5	5	3	—		
L. Mid. & Scot. Rly. 4% Preference	67⅛	5	18	6	—		
Southern Railway 4% Debenture	77½	5	3	3	—		
Southern Railway 5% Guaranteed	97	5	3	0	—		
Southern Railway 5% Preference	86	5	16	3	—		

SOLICITOR desires post as Assistant Solicitor. Experienced in conveyancing, probate and trust matters; also in High Court, County Court and magisterial work.—Box 6, Solicitors' Journal, 29, Breams-buildings, E.C.4.

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ADVERTISER, age 45, married, architectural training (served articles), desires appointment. London or near, as Experimental Draughtsman Engineer. Has inventive ability capable of working out crude ideas, preparing specifications, etc. Willing undertake factory or works maintenance. 6271

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EX-OFFICER, wide business experience, seeks employment, out-door if possible, initial salary immaterial if scope of advancement on proving worth. Go anywhere. Dis.265

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EX-OFFICER, 29, married, requires situation urgently, any position of trust. Experienced in secretarial and administrative duties, correspondence, accounts, interviewing and general office routine. Good references. 1614

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PARTNER, with moderate capital, wanted, aged 30-40 (preferably public school man, and resident in or near S.E. London) in old-established conveyancing and general solicitors' practice in S.E. London and City, owing to impending partial retirement of present senior partner.—Box 86, Solicitors' Journal, 29, Breams-buildings, E.C.4.

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SOLICITOR desires to purchase old-established general and conveyancing practice in or near London showing substantial profits; or early succession.—Box 99, Solicitors' Journal, 29, Breams-buildings, E.C.4.

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ENERGETIC solicitor, good advocate, requires sound litigious, conveyancing and general practice, in Kent.—Reply "B.," Box 525, Solicitors' Journal, 29, Breams-buildings, E.C.4.

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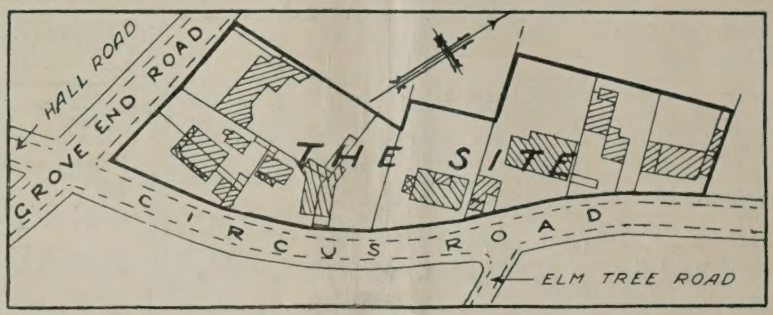

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REVERSIONS, LIFE INTEREST, PROPERTY, &c. at the LONDON AUCTION MART, 155 QUEEN VICTORIA-STREET, E.C.4, on THURSDAY next, 18th JULY, at 2.30, in lots:—

REVERSION subject to Annuities to lives 59, 49 and 48, provided Reversioner survive the distribution period to ½ of valuable properties and investments.—Solicitors Messrs. Pearce, Jones and Co., 33 John-street, W.C.1.

ABSOLUTE REVERSION on decease of life 78, to about £1,725; also ABSOLUTE REVERSION on decease of lives 78 and 49, to ½ of Freehold at Retford.—Solicitor A. P. Williamson, Esq., The Square, Retford, Notts.

ABSOLUTE REVERSION on decease of life born 4th July, 1859, to the whole of Freehold Property known as Cranwell House, Tunbridge Wells, estimated at £3,800.—Solicitor, J. Page Thomas, Esq., Dorington House, 30 Norfolk-street, Strand, W.C.2.

LIFE INTEREST in about £55 per ann. free of tax and Reversionary Life Interest on decease of life 78, in about £70 per ann., with covering insurance.—Solicitors, Messrs. Lazarus and Son, 19 Hanover-square, W.1.

FREEHOLD TERRACE HOUSE, No. 3, Great Cambridge-street, Hackney, let at £70 per ann.—Solicitor H. S. Hawks, Esq., 3A Fore-street, Hertford.

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